

## **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made this ..... day of ..... 20... (Two Thousand and .....).

### **BETWEEN**

**INSTITUTE OF INTERNATIONAL TRADE**, (PAN No. AAATI4516R) a registered Charitable Trust having its office at Premises No. 6, Waterloo Street, 5<sup>th</sup> Floor, Room No.504, Post office & Police Station: Hare Street, Kolkata 700069, being represented by one of its Trustee DR.DHANPATRAM AGARWAL, (PANACZPA4900E), Aadhaar No 821890838814, son of Late Chandu Lal Agarwal, by faith: Hindu, by occupation-Business, having office at premises No. 6, Waterloo Street, 5<sup>th</sup> Floor, Room No. 504, Post office & Police Station: Hare Street, Kolkata-700069, hereinafter called & referred to as the **"LAND OWNER" represented by its constituted attorney M/S LARICA SMART HOME LLP**, having its principal place of business at "Arch Waterfront", 8<sup>th</sup> floor, Premises No. F-4, Block GP, Salt Lake City-Sector V, Post Office- Sech Bhawan, Police Station- Electronics Complex, Kolkata-700091, West Bengal, represented by its authorized partner ..... having PAN ..... & Aadhar no. ...., authorized vide \_\_\_\_\_, by faith-Hindu, by Nationality-Indian, by occupation - Business, residing at 7/1,Gurusaday Road, Police Station- Karaya, Kolkata - 700019, West Bengal, hereinafter called and referred to as the **"VENDOR"** (which term or expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, authorized representative and permitted assigns) of the FIRST PART;

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son  
/daughter of \_\_\_\_\_, aged about \_\_\_\_\_,  
residing at \_\_\_\_\_, (PAN \_\_\_\_\_),  
hereinafter called the **"PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the SECOND PART;

**M/S LARICA SMART HOME LLP**, having LLPIN ACA-4554 & PAN AAKFL7477N a Limited Liability Partnership, registered and incorporated under the Limited Liability Partnership Act, 2008, having its principal place of business at "Arch Waterfront", 8<sup>th</sup> floor, Premises No. F-4, Block GP, Salt Lake City-Sector V, Post Office- Sech Bhawan, Police Station- Electronics Complex, Kolkata-700091, West Bengal, represented by its authorized partner MR. SHAUNAK LAKHOTIA having PAN BAIPL1571N & Aadhar no. 919273404411, authorized vide \_\_\_\_\_, by

faith-Hindu, by Nationality-Indian, by occupation -Business, residing at 7/1,Gurusaday Road, Police Station- Karaya, Kolkata - 700019, West Bengal, hereinafter referred to as the **"DEVELOPER/PROMOTER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s)-in-office, administrators, legal representative and assigns )of the THIRD PART;

**WHEREAS:**

- A. The Land Owner i.e. Institute Of International Trade** is the absolute and lawful owner of **All That** piece or parcel of land containing an area of 456 decimal more or less out of total land as per B.L.& L.R.O. Record 589 decimal but total area of land as per nine deeds measuring about 477 decimal, lying and situated in **Mouza - Kalikapur**, J.L. No. 95, Touzi No. 109, Pargana- Medanmolla, R.S. Dag No. 1602, 1603, 1604, 1605,1221, 1222, 1622, 1623, 1624, 1625, corresponding to L.R. Dag No.1618, 1619, 1620,1621, 1224, 1225, 1640, 1641, 1642, 1643, under R.S. Khatian No. 827, 946, 242/972,975, 408, R.S. Khatian No. 242 (L.R. Khatian No. 585, RS. Khatian No. 247) (L.R. Khatian No. 585), R.S. Khatian No. 867, 868, 421, **under L.R. Khatian No. 1767**, P.O. & Police Station- Sonarpur, Block : Sonarpur, under Kalikapur -I Gram Panchayet, Sonarpur Chakberia Road, District : 24 Parganas (South), PIN: 743613, West Bengal, morefully and particularly described in the Second Schedule "A" hereto (i.e. owner's land), The details of area as per Dag nos. as follows:

| Sl.   | R.S.<br>Dag | L.R.<br>Dag | L.R.<br>Khatian | Area<br>Decimal) | (in |
|-------|-------------|-------------|-----------------|------------------|-----|
| 1     | 1602        | 1618        | 1767            | 200              |     |
| 2     | 1603        | 1619        | 1767            | 17               |     |
| 3     | 1604        | 1620        | 1767            | 11               |     |
| 4     | 1605        | 1621        | 1767            | 120              |     |
| 5     | 1221        | 1224        | 1767            | 55               |     |
| 6     | 1222        | 1225        | 1767            | 02               |     |
| 7     | 1622        | 1640        | 1767            | 14               |     |
| 8     | 1623        | 1641        | 1767            | 15               |     |
| 9     | 1624        | 1642        | 1767            | 11               |     |
| 10    | 1625        | 1643        | 1767            | 11               |     |
| Total |             |             |                 | 456              |     |

INSTITUTE OF INTERNATIONAL TRADE, the owner purchased through sale deed detail are as follows:

- i) INSTITUTE OF INTERNATIONAL TRADE, the owner herein purchased undivided 1/7<sup>th</sup> share of land measuring about 60.42 decimal out of total land measuring about 423 decimals lying and situated in Mouza-Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No. 1602, 1605, 1622, 1623, 1604, 1624, 1603, under R.S. Khatian No. 827, 946, 242/972, 975 and 4008, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayat, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, P.O. & P.S.- Hare Street Kolkata - 700073, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 8<sup>th</sup> December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3094 to 3113, Being No. 13483 for the year 2010.
  
- ii) The said OWNER, further purchased 58.40 decimal land lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, C.S. Dag No. 1111 & 1112 under C.S. Khatian No. 439 and 477, corresponding to RS. Dag, No.1221, 1222, under R.S. Khatian No. 867, 868, Police Station- Sonarpur, within the limits of Kalikapur-1, Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, Police Station- Hare Street, Kolkata – 700073, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 8<sup>th</sup> December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3069 to 3093, Being No. 13486 for the year 2010.
  
- iii) The said OWNER, further purchased undivided 1/7<sup>th</sup> share of land measuring about 56.77 decimal land out of total land measuring about 423 decimal lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. No, 204, Touzi No. 109, Pargana Medanmalla, corresponding to R.S. Dag No.1602, 1605, 1622, 1623, 1604, 1624, & 1603, under R.S. Khatian No. 827,946, 242/972, 975, 408, Police Station- Sonarpur, within the limits of Kalikapur-I Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at-13A, Dacres Lane, Police Station- Hare Street, Kolkata - 700 073, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 8th December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3029 to 3048, Being No. 13494 for the year 2010.

- iv) The said OWNER, further purchased a plot of land measuring about 1.18 acres more or less lying and situated in Mouza -Kalikapur, J.L. No. 95, RS. No. 204, Touzi No. 109, Pargana Medanmalla, C.S. Dag No. 1121, CS Khatian No. 581, corresponding to R.S. Dag No. 1233, under R.S. Khatian No.421, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, Police Station – Hare Street, Kolkata 700073, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 8<sup>th</sup> December, 2010 and recorded in Book No. 1, CD Volume no.32, page 3049 to 3068, Being No. 13488 for the year 2010.
  
- v) The said OWNER, further purchased undivided 1/7<sup>th</sup> share of land measuring about 60.42 decimal land out of total land measuring about 423 decimal lying and situated in Mouza, Kalikapur, J.L. No. 95, RS. No. 204, Touzi No, 109, Pargana Medanmalla, corresponding to RS.Dag No.1602, 1605, 1622, 1623, 1604, 1624 & 1663, under R.S. Khatian No. 827, 946,242/972, 975, 408, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, Police Station – Hare Street, Kolkata 700073, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 8th December, 2010 and recorded in Book No. 1, CD Volume no.32, page 3009 to 3028, Being No. 13503 for the year 2010.
  
- vi) The said OWNER, further purchased a plot of land measuring about 58 decimal more or less out of total land measuring 406 decimal lying and situated in Mouza- Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604,1624 & 1603, under R.S. Khatian Nos. 827, 946, 242/972, 975, 408, Police Station-Sonarpur, within the limits of Kalikapur-I Gram Panchayet, District 24 Parganas (South) from one Smt. Shyamali Ghosh (nee Mukherjee) wife Sri Samir Ghosh of 42, Diamond Harbour Road, Flat No.1-10, Pushpasree Housing Society, P.O. & P.S. Behala, Kolkata - 700 040, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 26<sup>th</sup>July, 2011 and recorded in Book No. I, CD Volume no. 20, page 4312 to 4326, Being No. 08653 for the year 2011.

- vii) The said OWNER, further purchased a plot of land measuring about 54.45 decimal more or less out of total land measuring 406 decimal lying and situated in Mouza – Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No.1602, 1605, 1622, 1623, 1604,1624 & 1603, under RS. Khatian No. 827, 946, 242/972, 975, 408, P.O. & Police Station – Sonarpur, within the limits of Kalikapur – 1, Gram Panchayet, District 24 Parganas (South) Pin - 743613, from one Sri Nirmalendu Chakraborty son of Late Birendra Nath Chakraborty of 42B, R.K. Chatterjee Road, Police Station -Kasba, Kolkata - 700 042, by way-of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 22th September, 2011 and recorded in Book No. 1, CD Volume No.24, page 3813 to 3825, Being No. 10396 for the year 2011.
- viii) The said OWNER, further purchased a plot of land measuring about 26 decimal more or less out of total land measuring 45 decimal lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag Nos. 1602, 1605, 1622, 1623, 1604,1624 & 1603, under R.S. Khatian Nos. 827, 946, 242/972, 975, 408, Police Station-Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one from one Sri Kamala Prasad Chakraborty, son of Late Bhupendra Nath Chakraborty of Village - Kalikapur, P.S. Sonarpur, District 24 Parganas (South) by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 12<sup>th</sup> September, 2011 and recorded in Book No. I, CD Volume no.24,page 3826 to 3838, Being No. 10395 for the year 2011.
- ix) The said OWNER, further purchased a plot of land measuring about 51.27 decimal more or less out of total land measuring 359 decimal lying and situated in Mouza - Kalikapur, J.L. No. 95, RS. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No.1626, L.R. Dag No. 1644, R.S. Khatian No. 242, Khanda Khataian No. 972, corresponding to L.R. Khatian No. 585 and R.S. Dag No. 1625, corresponding to L.R. Dag No. 1643, RS. Khatian No. 247, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one Smt. Dipika Ghosh, wife of Sri Bimal Kumar Ghosh and daughter of Late Birendra Nath

Chakraborty, of 65A, Linton Street, P.S. Beniapukur, Kolkata - 700014, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 24<sup>th</sup> September, 2011 and recorded in Book No. 1, CD Volume no.24, page 3839 to 3851, Being No. 10394 for the year 2011.

- x) The said OWNER, further purchased a plot of land measuring about 51.27 decimal more or less out of total land measuring, 359 lying, and situated in Mouza - Kalikapur J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No.1626, L.R. Dag No. 1644, R.S. Khatian No 242, Khanda Khataian No.972, corresponding to L.R. Khatian No.585 and R.S. Dag No. 1625, corresponding L.R. Dag No.1643, R.S. Khatian No.247, corresponding to L.R. Khatian No. 585, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one Sri Milan Kumar Bhattacharjee, son of Late Murari Mohan Bhattacharjee of Pujadeep Apartment, Flat No. 12/3, Bata More, P.S. Maheshtala, Kolkata - 700141, by way of Deed of Conveyance registered in the office of A.D.S.R. Sonarpur, on 12<sup>th</sup> September, 2011 and recorded in Book No. I, CD Volume no.24, page 3852 to 3865, Being No. 10393 for the year 2011.

#### **AND WHEREAS**

- A. By virtue of the above mentioned Ten numbers of Deed of Conveyances said Owner herein, became the absolute Owner of total land measuring about 595 decimal but it has been recorded as 589 decimal in the records of the B.L. & L.R.O. lying and situated in Mouza- Kalikapur, J.L. No. 95, R.S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222,1233, 1622, 1623, 1624, 1625, 1626, corresponding to L.R. Dag Nos.1618, 1619, 1620,1621, 1224, 1225, 1236, 1640, 1641, 1642, 1643, 1644, under R.S. Khatian Nos. 827,946, 242/972, 975, 408, R.S. Khatian No. 242 (LR. Khatian No. 585, R.S. Khatian No. 247 (L.R. Khatian No. 585), R.S. Khatian Nos. 867, 868, 421, under **L.R. Khatian No. 1767**, Police Station- Sonarpur, under Kalikapur-I Gram Panchayet, District-24 Parganas (South) and absolutely seized and possessed by mutating its name in the record of the L.R.O. and also in the record of the Kalikapur-1 Gram Panchayet by paying rents and taxes thereto.
- B. With the intention of developing and commercially exploiting the said Land by constructing multi-storied buildings thereon and selling/ leasing out/ transferring

flats/spaces (collectively Apartments), parking spaces (collectively **Parking Spaces**) and commercial units/spaces therein, the Owner appointed the Developer and entered into an registered Development Agreement dated 02<sup>nd</sup> day August, 2023, duly registered with the office of Additional Registrar of Assurances – I, Kolkata, West Bengal, recorded in Book No. I, Volume No. 1901-2023, Page No. 301507 to 301576, Being No. 190107243 for the year 2023 (collectively **Development Agreement**) and subsequently executed a Power of Attorney dated 21<sup>st</sup> day of September, 2023 duly registered with the office of Additional Registrar of Assurances – I, Kolkata in Book No. I, Volume No. 1901- 2023, Page No. 318324 to 318353, Being No. 190107991 for the year 2023 in favour of Developer for carrying out the said project of development and other purposes smoothly. In terms of the Development Agreement and the Power of Attorney, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of the Flats and Parking Spaces in the said Project and to appropriate the entire consideration thereof as per Development Agreement.

- C. The developer with a view to construct several building / buildings and/or Housing Complex comprising several Blocks of Buildings and the units of the Housing Complex the Developer obtained necessary sanction and/or permission from the concerned department of the Kalikapur-I Gram Panchayet /Zilla Parishad and other authority, and accordingly in accordance with the sanctioned / revised plan duly sanctioned / approved by the Sonarpur Panchayat Samity dated 02/06/2025, District- South 24 Parganas according to Building Plan vide revised sanctioned Plan, File No. 561/691/1/Rev/KMDA into and over the said property more fully mentioned and described in the First Schedule under written;
- D. The Developer herein as per agreement and rules and regulation of WB RERA has already constructed several buildings in several blocks comprising of several residential Flats / units / car parking spaces etc. comprising different Block in G+4 multistoried apartment buildings, and other common area / parts etc., and the said Housing project is popularly and/or commonly known and reputed as “**SONAR BARI**” and the said property in its entirety also more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.
- E. The Developer has registered the Said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at West Bengal vide RERA No.\_\_\_\_\_ .

- F. By Registered Agreement for Sale was duly entered into by and between the parties herein with respect to the residential **Flat No.** \_\_\_\_\_ measuring carpet area of ..... **Square feet** and super built-up area of \_\_\_\_\_ sq.ft. more or less on the \_\_\_\_\_ **Floor** of the building, being **Block No.** \_\_\_\_\_, being the subject matter of this Deed of Conveyance. The said **Agreement for Sale** was duly registered on \_\_\_\_\_ at the Office of \_\_\_\_\_, **Kolkata** and recorded in **Book No. I, Volume No.** \_\_\_\_\_, **Pages from** \_\_\_\_\_ to \_\_\_\_\_, being **Deed No.** \_\_\_\_\_ for the year \_\_\_\_\_ ;
- G. The Purchaser has in terms of his/her Agreement for Sale has made full payment of the consideration and has called upon the Developer to execute and register the Conveyance in respect of the said Apartment self-contained flat, being **flat No.** \_\_\_\_\_ measuring Carpet area of \_\_\_\_\_ **Square Feet** and Super Built up area of ..... Sq. ft. more or less, on the \_\_\_\_\_ **Floor** of the building, being **building/Block No.** \_\_\_\_\_, (hereinafter for the sake of brevity referred to as "**the said flat**" ) of the said Housing Project more fully mentioned and described in **SECOND SCHEDULE'B'** hereunder written together with proportionate undivided share of the Land (impartible /variable and attributable to the said Flat) particulars of which fully mentioned in the **SECOND SCHEDULE** hereunder written along with easement and quasi-easement rights over the common areas meant for the common use, occupation and enjoyment fully mentioned in the **THIRD SCHEDULE** hereunder written in lieu of the total consideration as set out under Memo of Consideration hereunder written, free from all encumbrances and attachments whatsoever as per the said agreement mentioned thereat.
- H. The Developer herein has already constructed several buildings in several blocks comprising of several residential Flats / units / car parking spaces etc., and other common area / parts etc., and the said project is popularly and/or commonly known and reputed as "**SONAR BARI**" and the said property in its entirety also more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.
- I. At or before execution of these presents the Purchaser herein has agreed to acquire Oneself contained residential Flat on ownership basis at the said premises of the said



Housing Project , the said Housing Project commonly known and reputed as “**SONAR BARI**” and having being satisfied regarding the title of the property and ongoing through and upon inspection of the deeds, papers, documents and the sanctioned Building Plan as well as the construction of the building for the quality of materials and specifications used the structural stability and quality of construction and workmanship which have been used in the said building and relating to the said premises entitled to raise any requisition and/or in any way dispute all or any of the aforesaid nor anything nor particularly mentioned hereto and the purchaser has got deed of conveyance upon full satisfaction of every nature whatsoever and /or howsoever on ‘as is where is basis’ and if there was any dissatisfaction earlier the same has been satisfied which is being testified by the execution of this Deed of Conveyance.

**NOW THE INDENTURE WITNESSETH**

That in persuasion of the said Sale Agreement dated \_\_\_\_\_ and in consideration of total sum of **Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ )** only lawful money of the Union of India well and truly paid by the Purchaser to the Developer/Promoter at or before the execution of these presents (the receipt whereof the Developer doth hereby admit and acknowledge as per Memo of consideration hereunder written and to have been received of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchaser as well as the said Flat hereby conveyed ), Developer doth hereby grant, transfer, convey assign and assure unto and in favour of the Purchasers ALL THAT self-contained flat, being **flat No. ....** measuring an area **..... Square feet Carpet Area and ..... Sq.ft.** ( super built up area ) more or less, on the **.....** of the building/Block, being **Block No. ....**, lying or situated at Kalikapur -I Gram Panchayet, Mouza: **Kalikapur**, J.L. No. 95, Touzi No. 109, Sonarpur Chakberia Road, P.O. & Police Station-Sonarpur, Block : Sonarpur, District : 24 Parganas (South), PIN: 743613, West Bengal, more fully and elaborately described in the **SECOND SCHEDULE** hereunder written together with undivided proportionate share and interest of the land attributable to the said flat in the said premises more fully mentioned in the **FIRST SECOND** hereunder written and the undivided proportionate share or interest in all the common parts and portions

and facilities and amenities comprised in the said building more fully and elaborately described in the **THIRD SCHEDULE** hereunder written and also all the right title and interest of the developer hereby sold and transferred unto and in favour of the purchaser herein into or upon the said flat and together with all other ways paths passages sewers advantages and appurtenances whatsoever to the said flat belonging to or in anywise appertaining thereto or reputed to belong or be known as part or parcel or member thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part there or portions thereof TOGETHER WITH the right to use the common areas and paths and passages for the purpose of free ingress and egress out of the said flat and every part or portions thereof in common with the other owners and occupiers of the said building and all the rights of easements and quasi-easements and stipulations and other stipulations and provisions in connection with the beneficial use and enjoyment of the said premises the land and the building by the Purchaser and the co-owners as mentioned in the **THIRD SCHEDULE** hereto and **TO HAVE AND TO HOLD** the said flat and the undivided proportionate share in the common portions and all other benefits and rights hereby granted transferred conveyed assigned and assured or expressed or intended so to be with all rights benefits members easements and appurtenances thereto unto and to the use of the purchasers herein absolutely and forever SUBJECT TO the covenants and the rules and regulations contained herein AND ALSO SUBJECT TO the purchasers making payments of the proportionate or apportioned share of the maintenances charges and statutory rates taxes and impositions particulars whereof mentioned in the **FOURTH SECOND SCHEDULE** hereunder written in respect of the said flat from the date hereof all taxes impositions and other common expenses relating to the said flat and the undivided proportionate share in the common portions and/or the said undivided impartible proportionate share in the land contained in the ownership Block appurtenant to the said flat and the rights and properties appurtenant thereto.

2. THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER/S as follows :

- i) THAT the interest which the Developer doth hereby profess to transfer, subsists and that the Developer has the absolute right, full power and absolute authority to grant, sell convey transfer assign and assure unto the purchaser the said share in the land and

the rights and properties appurtenant thereto and then said flat and the undivided proportionate share in the common portions respectively.

- ii) AND THAT it shall be lawful for the purchaser herein from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the said Flat and all other benefits and rights hereby granted sold, conveyed transferred assigned and assured or expressed or intended so to be unto and to receive all the rents issues and profits thereof without any lawful hindrance eviction interruptions disturbances claims and demands whatsoever or howsoever from or by the Developer herein or any person or persons claiming through under or in trust for them unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever.
- iii) THAT notwithstanding any act deed matter or thing whereby the Developer done or executed or knowingly suffered to the contrary the Developer herein is now lawfully and rightfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said flat and every part or portion thereof hereby granted sold conveyed transferred assigned and assured unto and to the use of the purchasers herein in the manner as aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever or howsoever to alter defeat encumber or make void the same.
- iv) AND THAT notwithstanding any act deed or thing whatsoever or howsoever done as aforesaid the Developer has now full right power and absolute authority to grant sell, convey, transfer, assign and assure the said Flat along with undivided proportionate share of land and all other benefits and rights hereby granted sold conveyed transferred assigned and assured unto and to the use of the purchasers herein in the manner as aforesaid according to the true intent and meanings of these presents.
- v) AND THAT the Developer shall from time to time and at all times hereafter upon every request and at the costs of the purchasers, make doth acknowledge exercise execute and perfect all such further and/or other lawful and reasonable acts deed matters and things whatsoever for further better and more perfectly assuring the said Flat and the

undivided proportionate share in the common portions together with the benefits rights and properties hereby granted unto the purchasers in the manner aforesaid.

- vi) AND ALSO THAT the Developer and/or the association, upon its formation shall unless prevented by fire or some other irresistible force or accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the purchasers herein make do produce or cause to be made executed and produced to the purchasers herein or to their attorneys or agents at or before or in any Court of Law, Tribunal, board or authority or otherwise as occasion shall require all the deeds pattahs muniments documents writings and evidences of title exclusively relating to the said premises and the said Flat in the custody control and power of the Developer herein and shall also at the like request and cost of the purchasers deliver to the purchasers herein or his successors in title such attested or other true copies or extracts from the said deeds pattahs muniments documents writings and evidence of title or any of them as the purchasers may require and the developer shall in the meantime unless prevented as aforesaid keep the said deeds pattahs muniments documents writings and evidences of title safe, in obliterated and un cancelled.
- vii) AND ALSO THAT the Developer do hereby also reserves its right to further expansion of the Complex in upcoming phases and as such the right and liberty at any time to alter, or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Developer/Promoter may think fit and proper. The Purchaser shall not to do anything or prevent the Developer/Promoter from making further or additional constructions and in that event the developer shall use the existing road inside the Complex for ingress and egress of the flat owners of said upcoming phases. The Purchaser herein agrees to same and hereby consents for that.
- viii) AND ALSO THAT the Developer herein shall not do anything or make any grant or term whereby the rights of the purchase hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the purchasers as co-owners hereunder.
- ix) AND ALSO THAT the Developer has not at any time done or executed or knowingly suffered or been party to any act or thing save and except consent to any home-loan

bank or financial institution for granting home loans to various Apartment purchasers and whereby and where under the said Flat/Apartment hereby granted, transferred and conveyed or expressed so to be.

3. THE PURCHASER DOTH HEREBY COVENANT WITH THE DEVELOPER as follows :

To observe, fulfill and perform the rules regulations and covenants hereunder written and to regularly pay and discharge all taxes impositions and all other outgoings on and in connection with the said Flat wholly and the common portions of the buildings proportionately including the common expenses to the Developer and/or association to be formed by the Developer.

4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :

- i) THAT neither the purchasers not any heir of the purchasers shall claim from the Developer and/or the other co-owners any right title or interest in any other part or portions of the land and/or in the new building, save and except the said flat and the undivided share of the land (attributable to the said flat) and the rights and properties appurtenant thereto and the benefits rights and properties hereby sold and conveyed.
- ii) AND THAT the purchasers shall keep and maintain the flat and in good and habitable condition and also be abide by the rules and regulations of the developer, association and the concerned Municipal office from time to time.
- iii) AND THAT the undivided share in land comprised in the said premises and the proportionate share in common parts and portion hereby sold and transferred and attributable to the said Flat/Apartment shall always remain impartible.
- iv) The Purchaser on payment of deposit to developer can obtain the meter or the purchaser can directly pay to WBSEDCL to obtain meter and the Purchaser further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or however on and for the

date of presence of the Apartment.

- v) As from the deemed date of possession as mentioned in the possession letter the Purchaser shall regularly and punctually make payable of the maintenance charges/ common expenses payable in respect of the said Flat/Apartment to the Developer/ facility manager/agents appointed by the Developer and to the Association of Owners upon the maintenance being handed over to them by the Developer. Such charges shall be made applicable by the vendor/ Association/facility manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
- vi) The Purchaser acknowledges that regular and timely payment of the maintenance charges is a “must” and non-payment thereof is likely to adversely affect the interest of the other owners and / or occupiers of the said building and that non- payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other right which the developer and upon formation of the Association of Owners, the promoter and/or Association as the case may be shall be entitled to and hereby authorized;
- i) to prevent the use of lift. ii) to prevent the use of common amenities.  
And the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% per month and the Purchaser hereby further waives the right for service of notice in the event of any default in non- payment of such maintenance charges.
- vii) Upon sale and transfer of the apartment constructed spaces and allotment of car parking by the Developer/promoter, the Developer/promoter of the various apartments constructed spaces and open parking shall from an Association of Owners/ syndicate/management company/society (hereinafter referred to as the Association) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the Purchaser hereby commits himself/herself/themselves/itself to become a member of such Association and to make payment of the maintenance charges to such Association regularly and

punctually and shall also observe the rules and regulations which may be framed by such Association.

## 5. **GENERAL**

5.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the promoter/Association of Owners shall be entitled to appointment of a facility manager and the Purchaser hereby consents to appointment of a facility manager and in the event of such facility manager being appointed the purchaser shall regularly and punctually make payment of the maintenance charges and other amounts including the proportionate share of the remuneration which may be required to be paid to such facility manager.

5.2 The said housing complex shall always be known as “ SONAR BARI” and the Apartment Holders shall not be entitled to change the name at any time in future.

## 6) **ENFORCEMENT OF THE CONVENANTS**

6.1 The covenant regarding payment of maintenance charges/common expenses and regarding use of the common parts and portions and observance of house rules as laid down in the **FOURTH SCHEDULE** is for mutual benefit of all Apartment Owners and in the event of any default on the part of the Purchaser in making payments of the proportionate share of maintenance charges to the Promoter/Association of Owners or facility manager/agent appointed by them then in that event the Promoter/Association of Owners shall be entitled to prevent the use of lift or discontinue services or prevent to use of the common amenities. It is hereby agreed and declared by and between the parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the Apartment Owners in the event of any default on the part of the Purchaser in performing the obligations in terms of this deed the Promoter/ Association shall be entitled to enforce the same.

## 7) **RESERVATION & SUPERCESSION**

- 7.1 This deed supersedes all writing, understandings, agreement, brochures and any other agreement between the parties hereto and to the Purchaser agrees not to rely on the same save and except the applicable covenants of the said agreement for sale of the Apartment.
- 7.2 The right of the Purchaser shall remain restricted to the said Apartment and common area and portions and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the building and the said premises. Developer / Promoter shall be entitled to sell and transfer the said open spaces by way of open car parking / two-wheeler parking zones or area which may develop in the later phases in future as shown in the approved Sanctioned Plan.
- 7.3 It is clearly understood and envisaged that the Developer/Promoter shall always be entitled to use and utilize the open spaces for any of its purposes including to create car parking and vehicle zones in the open spaces and to sell the parking areas and spaces independently whether such car parking spaces have been officially sanctioned and the Purchaser undertakes not to make or raise any objection thereto.
- 7.4 The Purchaser covenants that the Purchaser and/or association shall not at any point of time object or oppose the use of the roof by the Developer/Promoter, its licensee and/or any other users and occupiers of the commercial area for installation, upkeep and/or maintenance of antenna and/orv-sat towers etc.
- 7.5 The Purchaser covenants and agrees that the Purchaser singly and/or in unison with any other Apartment Owner at the said complex shall not object to the Promoters right to use, convent, utilize the roof or any part of it and/or he open terraces appurtenant to any Apartment for the purpose of creating, installing of a private terrace garden or a pent house etc. as per the Plan inspected by the Authority.



**FIRST SCHEDULEC REFERRED TO ABOVE**

ALL THAT piece and parcel of Bastu land measuring about 456 decimals more or less lying and situated in **Mouza - Kalikapur**, J.L. No. 95, Touzi No. 109, Pargana-Medanmolla, R.S. Dag No. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625, corresponding to L.R. Dag No. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643, under R.S. Khatian No. 827, 946, 242/972, 975, 408, R.S. Khatian No. 242 (L.R. Khatian No. 585, R.S. Khatian No. 247) (L.R. Khatian No. 585), R.S. Khatian No. 867, 868, 421, **under L.R. Khatian No. 1767**, P.O. & Police Station-Sonarpur, Block : Sonarpur, under Kalikapur -I Gram Panchayet, Sonarpur Chakberia Road, District : 24 Parganas (South), PIN: 743613, West Bengal, **TOGETHER WITH** Blocks/building (s) and/or structure standing thereon or part thereof in several building consisting of several Flat/Unit/Car parking space / etc. and the entire land with building (s) and/or project is commonly known and reputed as "**SONAR BARI**". The Property is butted and bounded as follows:

On the North : By R.S. Dag No. 1255, 1600, 1601, 1606.

On the South : By 26' Feet Wide Road

On the East : By R.S. Dag No. 1613, 1621, 1627, 1628,

On the West : By R.S. Dag No. 1254 & 1233.

**SECOND SCHEDULEC REFERRED TO ABOVE**

**ALL THAT** the **Flat No. ....** on the ..... Floor of the **(G+4)** residential building being the Block No....., and containing by ad-measurement a super -built-up area of ..... **sq.ft.** and Carpet area of ..... Sq.ft. be the same a little more or less together with an undivided proportionate impartibly indivisible variable share in the land which the building stands at the said premises referred to in the Schedule A above written and is attributable to the said flat together with undivided proportionate share in the common parts and portions referred to the Third Schedule hereunder written.

**THIRD SCHEDULEC REFERRED TO ABOVE**

(Common parts / rights – Common to the co/owners of the buildings)

- a) Entirety of the land described in the First Schedule hereinabove.

- b) The foundation, columns, beams, supports, fire escape, entrance and exist gate etc.
- c) Stairs, stair case, stair ways of all floors up to the top floor having lighting, fixtures and fittings in the common places.
- d) Land / space of staircase on all floors meant for egress and ingress to the respective flats and/or flats.
- e) Water reservoir, overhead tank, water pump with motor, pump room for the purpose of plumbing / pumping water from the underground reservoir to the overhead water tank, and distribution pipes to different flats and from reservoirs to the tanks and to the various flats and flats respectively.
- f) All electrical installations and all electrical wirings including electric meter for running of the water pump and lighting of the common areas including path/ways and stair case. Electrical wiring and switches from ground floor to the flats respectively.
- g) The entire drainage and sewerage system, drain and sewers from the building to the panchayat ducts including septic tank, if any and water and sewerage evacuation pipes from the flat to drains and sewers common to the building.
- h) Driveways, path/ways and lobby in the ground floor, which are earmarked specifically for common user.
- i) The land and open spaces except roof in the building other than those reserved by the Developer and the land under the building for the purpose of access only.
- j) Water reservoir and distribution arrangements and pipes to the reservoir of the building.
- k) Boundary wall and main gates to the building on the ground floor.

- l) Space for installation of electric meters and board and space for installations of electrical main switch but not individual electric meter or switch.
- m) Right and privilege over vertical and lateral support, easement and quasi casement and appurtenances whatsoever which are in any way connected with Flat and/or Flat which are necessary to support the structure and construction of external part of the Second Schedule Flat.
- n) Right of access and common user with the other co/occupants of the said apartment/buildings for the purpose of egress and ingress to the Second Schedule Flat.
- o) Right of access and common electrical installations and drainage and sewerage system as shall be essential for repairing any blockage of the drain in the Second Schedule Flat and water supply system and electric lighting in the common areas mentioned above.
- P) Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment.
- Q) Any other portion of the land or buildings that shall be subsequently notified and specified as being common area by the body or authority entrusted with the maintenance and upkeep of the said apartment / buildings.

**FOURTH SCHEDULED REFERRED TO ABOVE**

( Common expenses )

The Purchaser shall be liable and responsible for making payment (proportionately) of the followings from the date of taking over possession of the said Flat :

1. Costs of maintaining operating replacing, white / washing, painting rebuilding, reconstructing, decorating, re/decorating and lighting at the common parts and the common portions including the outer walls of the building and boundary walls.
2. Salaries of Care-taker, Security Guard, Electrician, Plumber, Gardeners and other expenses for the person/s employed for the common purposes.
3. Expenses and deposits for supply of common utilities to the co/owners.

4. Municipal and other rates, taxes levies and impositions and all outgoings save those separately assessed or imposed in respect of the scheduled Flat.
5. Cost of establishment and operations of the Association relating to the common purposes.
6. Litigation expenses incurred for the common purposes.
7. Insurance premium in respect of the building or any other charges and expenses thereto.
8. All other expenses and outgoings is/are deemed by the Vendor or the Association to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation and painting of the common parts and the common portions.

IN WITNESS WHEREOF THE PARTIES HERETO SETS SEALED AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

By the PARTIES in the presence of : -

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LARICA SMART HOME LLP  
constituted attorney of OWNER/VENDOR

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SIGNATURE OF PURCHASER

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SIGNATURE OF DEVELOPER

## MEMO OF CONSIDERATION

MEMO OF CONSIDERATION RECEIVED by the Developer from the Purchaser the following sum of money from time to time in terms of the Agreement for Sale along with full and final Consideration of payment as agreed between the parties.

| Cheque Nos.  | Dated | Drawn on | Amount (Rs.) |
|--------------|-------|----------|--------------|
|              |       |          |              |
|              |       |          |              |
|              |       |          |              |
| <b>TOTAL</b> |       |          |              |

(Rupees \_\_\_\_\_) only

WITNESSES

1

\_\_\_\_\_  
SIGNATURE OF DEVELOPER

2