

DEED OF CONVEYANCE

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

- 3.1 **BABLU MONDAL [PAN : ALRPM6686L], [AADHAAR NO. 298855320028] & [MOBILE NO. 9831558732]**, son of Late Raman Krishna Mondal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at AE-D/17, Arjunpur (East), P.O. Arjunpur, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

The said Bablu Mondal represented by his constituted attorney, **S.P.J. DEVELOPERS [PAN NO. ABNFS7424A]**, a Partnership Firm, having its Office at Rama Apartment, T-17, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SUSANTA BISWAS [PAN : ADQPB4263P], [AADHAR NO. 918140144505] & [MOBILE NO. 9831558732]**, son of Late Panchanan Biswas, presently residing at Shreyashi Apartment, 1st Floor, TM-5/95, Teghoria, NK-76, Nishikanan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (2) **PRASANTA BISWAS [PAN : AGZPB5190M], [AADHAAR NO. 991233549528] & [MOBILE NO. 9830594392]**, son of Late Panchanan Biswas, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal & (3) **JAYANTA BISWAS [PAN : AKLPB7146H], [AADHAAR NO. 797466640616] & [MOBILE NO. 9073134175]**, son of Late Panchanan Biswas, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, by executing a Registered Development Powere of Attorney After Registered Development Agreement, which was registered on 18.04.2013, registered in the office of the A.D.S.R. Bidhannagar and recorded in Book No. I, CD Volume No.3, Page from 6923 to 6935, being Deed No. 01232 for the year 2013.

Hereinafter called and referred to as the "**LANDOWNER/VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

S.P.J. DEVELOPERS
Jayanta Biswas
 Partner

3.2 PAN.
[AADHAAR NO.] & [MOBILE NO.]
], son/wife/daughter of
, by faith -, by
 occupation -, by nationality - Indian, residing at
 P.O.
, P.S., District -, Pin -
, State -

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

AND

3.3

S.P.J. DEVELOPERS [PAN : ABNFS7424A], a Partnership Firm, having its Office at Rama Apartment, T-17, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **SUSANTA BISWAS [PAN : ADQPB4263P], [AADHAR NO. 918140144505] & [MOBILE NO. 9831558732]**, son of Late Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, presently residing at Shreyashi Apartment, 1st Floor, TM-5/95, Teghoria, NK-76, Nishikanan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (2) **PRASANTA BISWAS [PAN : AGZPB5190M], [AADHAAR NO. 991233549528] & [MOBILE NO. 9830594392]**, son of Late Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal & (3) **JAYANTA BISWAS [PAN : AKLPB7146H], [AADHAAR NO. 797466640616] & [MOBILE NO. 9073134175]**, son of Late Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

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

Landowner/Vendor, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

S.P.J. DEVELOPERS

Jayanta Biswas

Partner

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Transfer of Said Flat & Appurtenances :**

4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, in '**Block-**', measuring **(.....) Square Feet be the same a little more or less of super built up area**, lying and situate in the building/complex namely **"DURGA MANSION"** morefully described in the Second Schedule hereunder written, lying and situate on the amalgamated plot of land, which is morefully described in the First Schedule hereunder written. **[SOLD PROPERTY/SAID PROPERTY].**

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**
:

5.1 **Representations and Warranties Regarding Title :** The Landowner/Vendor and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF BABLU MONDAL, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

WHEREAS one Nagendra Nath Ghosh and his co-owners namely Salil Kumar Ghosh & Rupkumar Ghosh were the absolute joint owners of land measuring 11 (Eleven) Decimals more or less, comprised in C.S. Dag No. 3880, R.S. Dag No. 2897, under R.S. Khatian No. 545, L.R. Khatian No. 1454, in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, alongwith other lands in different dags.

AND WHEREAS the said Nagendra Nath Ghosh died intestate, leaving behind his two sons namely (1) Alope Kumar Ghosh & (2) Swapan Kumar Ghosh, as his legal heirs and successors in interest in respect of his undivided fifty percent share in the aforesaid land, left by the said Nagendra Nath Ghosh, since deceased.

AND WHEREAS due to inconvenience of joint holdings, the said (1) Alope Kumar Ghosh & (2) Swapan Kumar Ghosh, son of Late Nagendra Nath Ghosh and their

other co-owners namely (1) Salil Kumar Ghosh & (2) Rupkumar Ghosh, partitioned the aforesaid land alongwith other lands, by executing a Registered Deed of Partition, which was registered on 04.01.1993, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 1, Pages 231 to 250, being Deed No. 27 for the year 1993.

AND WHEREAS in accordance with the aforesaid Registered Deed of Partition, bearing Deed No. 27 for the year 1993, the said (1) Alope Kumar Ghosh & (2) Swapam Kumar Ghosh, got and became the absolute joint owners of the aforesaid plot of land measuring 11 (Eleven) Decimals more or less, comprised in C.S. Dag No. 3880, R.S. Dag No. 2897, under R.S. Khatian No. 545, L.R. Khatian No. 1454, in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, and which is morefully described in the 'Gha-Schedule' of the said Registered Deed of Partition.

AND WHEREAS after having absolute possession and absolute ownership over the aforesaid property, the said (1) Alope Kumar Ghosh & (2) Swapam Kumar Ghosh, duly recorded their names in the record of the L.R. Settlement, as under :

<u>Name of the Owner</u>	<u>L.R. Khatian No.</u>
Alope Kumar Ghosh	5564/1
Swapam Kumar Ghosh	5566/1

AND WHEREAS the said (1) Alope Kumar Ghosh & (2) Swapam Kumar Ghosh jointly sold, transferred and conveyed a plot of land measuring 2 (Two) Cottahs more or less out of their joint possession, comprised in C.S. Dag No. 3880, R.S./L.R. Dag No. 2897, under R.S. Khatian No. 545, L.R. Khatian Nos. 1454, 5564/1 & 5566/1, lying and situate at in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one Manotosh Mukherjee, by the strength of a Registered Deed of Conveyance, which was registered on 23.06.1999, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 48, Pages 229 to 236, being Deed No. 1933 for the year 1999.

AND WHEREAS the said (1) Alope Kumar Ghosh & (2) Swapam Kumar Ghosh jointly sold, transferred and conveyed a plot of land measuring **2 (Two) Cottahs 1 (One) Chittack 8 (Eight) sq.ft. more or less** out of their joint possession, comprised in C.S. Dag No. 3880, **R.S./L.R. Dag No. 2897**, under **R.S. Khatian No. 545, L.R. Khatian Nos. 1454, 5564/1 & 5566/1**, lying and situate at **Mouza - Gopalpur**, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to one **Bablu Mondal, Landowner herein**, by the strength of a Registered Deed of Conveyance, which was registered on 30.07.1999, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in **Book No. I, Volume No. 73, Pages 203 to 212, being Deed No. 2932 for the year 1999.**

AND WHEREAS while in absolute possession and absolute ownership over the aforesaid property (purchased under Deed No. 1933 for the year 1999 as described above), the said Manotosh Mukherjee died intestate on 11.04.2007, leaving behind his wife namely Mala Mukherjee and only son namely Surojit Mukherjee, as his

legal heirs and successors in interest in respect of his aforesaid purchased land left by the said Manotosh Mukherjee, since deceased.

AND WHEREAS the said (1) Mala Mukherjee, wife of Late Manotosh Mukherjee & (2) Surojit Mukherjee, son of Late Manotosh Mukherjee, jointly sold, transferred and conveyed their aforesaid inherited plot of land received from their deceased husband and father, Manotosh Mukherjee, i.e. land measuring **2 (Two) Cottahs more or less**, comprised in C.S. Dag No. 3880, **R.S./L.R. Dag No. 2897**, under **R.S. Khatian No. 545, L.R. Khatian Nos. 1454, 5564/1 & 5566/1**, lying and situate at **Mouza - Gopalpur**, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to the said **Bablu Mondal, Landowner herein**, by the strength of a Registered Deed of Conveyance, which was registered on 04.12.2008, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in **Book No. I, CD Volume No. 13, Pages 10219 to 10232, being Deed No. 14061 for the year 2008.**

AND WHEREAS one Sudama Devi Jaiswal, wife of Durga Prasad Shaw, purchased a plot of land measuring 180 (One Hundred Eighty) Decimals more or less, comprised in C.S. Dag Nos. 3894 & 5178, R.S. Dag Nos. 2911 & 3686, under C.S. Khatian No. 361 & 1525, R.S. Khatian Nos. 491 & 1636, L.R. Khatian No. 3109, in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, from one Sahadat Hossain, by the strength of a Registered Deed of Conveyance, which was registered on 22.04.1959, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 43, Pages 266 to 269, being Deed No. 3227 for the year 1959.

AND WHEREAS the said Sudama Devi Jaiswal, again purchased a plot of land measuring 33 (Thirty Three) Decimals more or less, comprised in C.S. Dag Nos. 3894 & 5178, R.S. Dag Nos. 2911 & 3686, under C.S. Khatian No. 361 & 1525, R.S. Khatian Nos. 491 & 1636, in Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, from one Sk. Abdul Rahim, by the strength of a Registered Deed of Conveyance, which was registered on 11.08.1959, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 61, Pages 28 to 32, being Deed No. 2675 for the year 1959.

AND WHEREAS the said Sudama Devi Jaiswal sold, transferred and conveyed a plot of land measuring **2 (Two) Cottahs 9 (Nine) Chittacks 35 (Thirty Five) sq.ft. more or less** out of her possession, comprised in C.S. Dag No. 3894, **R.S. Dag No. 2911**, under C.S. Khatian No. 361, **R.S. Khatian No. 491, L.R. Khatian No. 3109**, lying and situate at **Mouza - Gopalpur**, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, to the said **Bablu Mondal, Landowner herein**, by the strength of a Registered Deed of Conveyance, which was registered on 29.03.2005, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in **Book No. I, Volume No. 253, Pages 186 to 203, being Deed No. 4195 for the year 2006.**

AND WHEREAS thus on the basis of the aforementioned three Registered Deeds of Conveyance, bearing (1) Deed No. 2932 for the year 1999, (2) Deed No. 4195 for the

year 2006 & (3) Deed No. 14061 for the year 2008, the said Bablu Mondal, Landowner herein, became the absolute owner of **ALL THAT** piece and parcel of land measuring :

<u>C.S. Dag</u> No.	<u>R.S./L.R.</u> Dag No.	<u>R.S. Khatian</u> No.	<u>L.R. Khatian</u> Nos.	<u>Absolute Ownership</u> K - CH - SFT.
3880	2897	545	1454, 5564/1, 5566/1	04 - 01 - 08
3894	2911	491	3109	<u>02 - 09 - 35</u>
				06 - 10 - 43

In total a demarcated plot of Sali land measuring 6 (Six) Cottahs 10 (Ten) Chittacks 43 (Forty Three) sq.ft. be the same a little more or less, comprised in C.S. Dag Nos. 3880 & 3894, R.S./L.R. Dag Nos. 2897 & 2911, under R.S. Khatian Nos. 545 & 491, L.R. Khatian Nos. 1454, 5564/1, 5566/1 & 3109, lying and situate at Mouza - Gopalpur, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, in the District North 24 Parganas, which is morefully described in the Part-I of the Schedule hereunder written.

AND WHEREAS after having absolute possession and absolute ownership over the aforesaid property, the said Bablu Mondal, Landowner herein, duly recorded and mutated his name in the record of the concerned Rajarhat Gopalpur Municipality, having Holding Nos. RGM-3/278, Block-A, RGM-3/279, Block-A & RGM-3/300, Block-A, in Ward No. 3 (asper Tax Receipt) and Holding No. AS/293/Block-A/08-09, in Ward No. 3 (asper Mutation Certificate). It is to be noted here that the said Bablu Mondal, Landowner herein is also duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 23811.

AND WHEREAS it is to mentioned here that after formation of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), the said Bablu Mondal, Landowner herein also duly recorded and mutated his name in the record of the concerned Bidhannagar Municipal Corporation, having Holding Nos. 278, Block-A, 279, Block-A & 300, Block-A, in Ward No. 4, having Assessee Nos. 20033151104, 20033151107 & 20033148846 respectively.

AND WHEREAS it is also to be mentioned here that the said Bablu Mondal, Landowner herein also duly converted the nature of the said land possessed by him (from the concerned BL&LRO Rajarhat, District North 24 Parganas) in L.R. Khatian No. 23811, from 'Sali' to 'Bastu', vide Memo No. CON/1050/BL&LRO/RAJ dated 08.07.2020.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT AND L.R. RECORDS :**

5.1.2.1 **Registered Development Agreement :** The said Bablu Mondal, Landowner herein, entered into a Registered Development Agreement with one S.P.J. Developers, Developer herein, for developing his aforesaid

plot of land and which is morefully described in the First Schedule hereunder written, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 18.04.2013, registered in the office of the A.D.S.R. Bidhannagar and recorded in Book No. I, CD Volume No.3, Page from 6895 to 6922, being Deed No. 01231 for the year 2013.

- 5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement :** On the basis of the said Registered Development Agreement, the said Gora Chand Chatterjee, Landowner herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner duly appointed and nominated the said S.P.J. Developers, Developer herein, as his constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, which was registered on 18.04.2013, registered in the office of the A.D.S.R. Bidhannagar and recorded in Book No. I, CD Volume No.3, Page from 6923 to 6935, being Deed No. 01232 for the year 2013.

5.1.3 **SANCTION OF BUILDING PLAN, DEED OF BOUNDARY DECLARATION & CONSTRUCTION OF BUILDING :**

- 5.1.3.1 **Sanction of Building Plan :** The Developer as constituted attorney of the said relevant owner, sanctioned a building plan on the said plot of land and which is morefully described in the First Schedule hereunder written, from the concerned Bidhannagar Municipal Corporation, vide Building Permit No. SWS-OBPAS/2109/2024/0254 dated 23.09.2024.

- 5.1.3.2 **Construction of Building :** On the basis of the said sanctioned building plan, the said Developer, duly constructed a multi storied building namely **"DURGA MANSION"** on the said plot of land and which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION :**

- 5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation :** The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and

approached to the said S.P.J. Developers, Developer herein, to purchase **ALL THAT** piece and parcel of one independent residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, in '**Block-**', measuring (**.....**) **Square Feet be the same a little more or less of super built up area**, lying and situate in the building/complex namely **"DURGA MANSION"** situated at **Mouza - Gopalpur**, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, comprised in C.S. Dag Nos. 3880 & 3894, **R.S./L.R. Dag Nos. 2897 & 2911**, under C.S. Khatian No. 361, R.S. Khatian Nos. 545 & 491, L.R. Khatian Nos. 1454, 5564/1, 5566/1 & 3109 corresponding to **L.R. Khatian No. 23811**, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding Nos. RGM-3/278, Block-A, RGM-3/279, Block-A & RGM-3/300, Block-A (asper Tax Receipt) and Holding No. AS/293/Block-A/08-09, in Ward No. 3 (asper Mutation Certificate), in Ward No. 3, thereafter Ward No. 5, presently within the local limit of Bidhannagar Municipal Corporation, having Holding Nos. 278, Block-A, 279, Block-A & 300, Block-A, in Ward No. 4, having Assessee Nos. 20033151104, 20033151107 & 20033148846, in Ward No. 4, [Jagardanga (Gopalpur), P.O. R. Gopalpur, Kolkata - 700136], in the District North 24 Parganas, West Bengal, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building, from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer** : The said S.P.J. Developers, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** **only**, subsequently the Purchasers herein already paid the same to the said S.P.J. Developers, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.6.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

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

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

6.1 **No Acquisition/Requisition** : The Landowner/Vendor and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

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

6.1.2 **Right, Power and Authority to Sell** : The Landowner/Vendor and Developer/Confirming Party have good right, full power, absolute

authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

- 6.1.3 **No Dues** : No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowner/Vendor and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowner/Vendor and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase** : The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowner/Vendor and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowner/Vendor herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER :**

- 8.1 **Hereby Made** : The Developer/Confirming Party and Landowner/Vendor hereby sell, convey and transfer the Purchaser the entirety of his right, title and interest of whatsoever or howsoever nature in the **SAID**

FLAT/SAID PROPERTY, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building/complex, described and referred in the Part-II of the Third Schedule hereinafter written.

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

9. **TERMS OF TRANSFER :**

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

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

- 9.1.2 **Absolute** : Absolute, irreversible and perpetual.

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

- 9.2 **SUBJECT TO** : The transfer being effected by this Conveyance is subject to :

- 9.2.1 **Indemnification** : Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at

any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned

authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

- 9.2.7 **Further Acts :** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Plot of Land & Premises]

ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u> <u>No.</u>	<u>R.S./L.R.</u> <u>Dag No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Natue of</u> <u>Land</u>	<u>Total Land Area</u> <u>K - CH - SFT.</u>
3880	2897	545	23811	Bastu	04 - 01 - 08
3894	2911	491	23811	Bastu	02 - 09 - 35
					06 - 10 - 43

In total a demarcated plot of land measuring **6 (Six) Cottahs 10 (Ten) Chittacks 43 (Forty Three) sq.ft. be the same a little more or less**, comprised in C.S. Dag Nos. 3880 & 3894, **R.S./L.R. Dag Nos. 2897 & 2911**, under C.S. Khatian No. 361, R.S. Khatian Nos. 545 & 491, L.R. Khatian Nos. 1454, 5564/1, 5566/1 & 3109 corresponding to **L.R. Khatian No. 23811 (in the name of Bablu Mondal, Donor herein)**, lying and situate at **Mouza - Gopalpur**, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding Nos. RGM-3/278, Block-A, RGM-3/279, Block-A & RGM-3/300, Block-A (asper Tax Receipt) and Holding No. AS/293/Block-A/08-09, in Ward No. 3 (asper Mutation Certificate), in Ward No. 3, thereafter Ward No. 5, presently within the local limit of Bidhannagar Municipal Corporation, having Holding Nos. 278, Block-A, 279, Block-A & 300, Block-A, in Ward No. 4, having Assessee Nos. 20033151104, 20033151107 & 20033148846, in Ward No. 4, [Jagardanga (Gopalpur), P.O. R. Gopalpur, Kolkata - 700136], in the District North 24 Parganas, West Bengal. The said total plot of land is butted & bounded as follows :-

ON THE NORTH : 18 ft. Wide Road [Jagardanga (Gopalpur)].
 ON THE SOUTH : R.S. Dag Nos. 2911 (P) & 2897 (P).
 ON THE EAST : R.S. Dag No. 2911 (P).
 ON THE WEST : 20 ft. Wide Road [Jagardanga (Gopalpur)].

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situate in the said building namely **"DURGA MANSION"**, situated at **Mouza - Gopalpur**, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, comprised in C.S. Dag Nos. 3880 & 3894, **R.S./L.R. Dag Nos. 2897 & 2911**, under C.S. Khatian No. 361, R.S. Khatian Nos. 545 & 491, L.R. Khatian Nos. 1454, 5564/1, 5566/1 & 3109 corresponding to **L.R. Khatian No. 23811**, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding Nos. RGM-3/278, Block-A, RGM-3/279, Block-A & RGM-3/300, Block-A (asper Tax Receipt) and Holding No. AS/293/Block-A/08-09, in Ward No. 3 (asper Mutation Certificate), in Ward No. 3, thereafter Ward No. 5, presently within the local limit of Bidhannagar Municipal Corporation, having Holding Nos. 278, Block-A, 279, Block-A & 300, Block-A, in Ward No. 4, having Assessee Nos. 20033151104, 20033151107 & 20033148846, in Ward No. 4, [Jagardanga (Gopalpur), P.O. R. Gopalpur, Kolkata - 700136], in the District North 24 Parganas, West Bengal, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Common Portions]

Building Level :

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.

- :: Space for Electricity meters.
- :: Ultimate roof of the building will be treated as common space.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Black stone 3' height standard tiles above the platform to protect the oil spot.
7. TOILET : European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door pilla of the flat of flash door.
9. WINDOWS : Alluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submartible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. LIFT : Four/Five persons capacity lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point & one Acquaguard Point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. One light point at main entrance.
7. Calling Bell : One calling bell point at the main entrance.

PAINTING :

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

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

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

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the said Building/Complex.
3. Association : Establishment and all other capital and operational expenses of the Association.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
5. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said Building/Complex].
6. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
7. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said Building save those separately assessed on the buyer/s.
8. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits as decided by the members of the association of the building/complex.

In presence of :-

1.

Susanta Biswas

Prasanta Biswas

2.

Jayanta Biswas
All as constituted attorney
of Bablu Mondal

Landowner/Vendor

.....
Purchaser

Susanta Biswas

Prasanta Biswas

Jayanta Biswas
All Partners of
S.P.J. Developers
Developer

S.P.J. DEVELOPERS
Jayanta Biswas
Partner

MEMO OF CONSIDERATION

Received on or before executing this present Agreement, a sum of **Rs...../-**
(Rupees) only as part of the total consideration of the
 said flat, which is morefully mentioned in the Second Schedule herein above written,
 from the above named Purchaser, as per Money Receipt given to the Purchaser, as
 follows :-

<u>Transfer/Cheque No.</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
.....			
TOTAL :			
Rs.....			

Witnesses :-

1.

2.

Susanta Biswas

Prasanta Biswas

Jayanta Biswas
 All Partners of
 S.P.J. Developers
Developer

S.P.J. DEVELOPERS
Jayanta Biswas
 Partner