

DEED OF CONVEYANCE

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

3.1 **SIMA ROY [PAN : AMMPR4865Q], [AADHAAR NO. 873466377375] & [MOBILE NO. 9433142088]**, wife of Late Dipak Roy, daughter of Banchha Ram Dawn, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at TG-3/85, Teghoria, Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, presently residing at TG-3/40, Teghoria, Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.1 **POULOMI ROY [PAN : BZQPR4697N], [AADHAAR NO. 522382755774] & [MOBILE NO. 7044791989]**, daughter of Late Dipak Roy & Sima Roy, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at TG-3/40, Teghoria, Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.2 **CHHANDA ROY [PAN : ANUPR0248L], [AADHAAR NO. 935809855003] & [MOBILE NO. 8617267913]**, wife of Late Pradip Roy, daughter of Nemai Chandra Das, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at TG-3/40, Teghoria, Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.3 **RAHUL ROY [PAN : FDXPR3263K], [AADHAAR NO. 463417877034] & [MOBILE NO. 6290394898]**, son of Late Pradip Roy & Chhanda Roy, by faith - Hindu, by occupation - Student, by nationality - Indian, residing at TG-3/40, Teghoria, Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal.

The said (1) Sima Roy, (2) Poulomi Roy, (3) Chhanda Roy & (4) Rahul Roy, jointly represented by their constituted attorney, **P.R. GROUP [PAN : AGZPB5190M]**, a Proprietorship Concern, having its office address at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by its Proprietor namely **PRASANTA BISWAS [PAN : AGZPB5190M], [AADHAAR NO. 991233549528] & [MOBILE NO. 9830594392]**, son of

P. R. GROUP

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, Developer herein, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on, registered in the office of the, and recorded Book No. I, Volume No., Page from to, being Deed No. for the year 2022.

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

AND

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 **P.R. GROUP [PAN : AGZPB5190M]**, a Proprietorship Concern, having its office address at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by its Proprietor namely **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.

P. R. GROUP
Prasanta Biswas
 Proprietor

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

Landowners/Vendors, Purchaser and the Developer/Confirming Party collectively Parties and individually Party.

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 and complete residential flat, being **Flat No. ‘.....’**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of covered area corresponding to Square Feet be the same a little more or less of super built up area**, lying and situated in the building namely **“DURGA HEIGHT”**, situate at Prmises No. TG-3/40, Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat/said property, lying in the said building **[SOLD PROPERTY/SAID PROPERTY]**.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS
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5.1 Representations and Warranties Regarding Title : The Landowners/Vendors and the Developer/Confirming Party have made the following representation to the Purchaser regarding title.

5.1.1 CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) SIMA ROY, (2) POULOMI ROY, (3) CHHANDA ROY & (4) RAHUL ROY, LANDOWNERS HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :

- 5.1.1.1 **Absolute Recorded Ownership of Krishna Chandra Mondal** : One Krishna Chandra Mondal was the absolute recorded owner of land measuring 27 (Twenty Seven) Decimals more or less out of the total land in dag measuring 27 (Twenty Seven) Decimals more or less, comprised in C.S. Dag No. 480, R.S. Dag No. 464, under C.S. Khatian No. 139, R.S. Khatian No. 148, in Mouza - Teghori (Teghoria), J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands.
- 5.1.1.2 **Demise of Krishna Chandra Mondal** : While in absolute possession and absolute ownership over the aforesaid property, the said Krishna Chandra Mondal died intestate, leaving behind his wife namely Jamunamoyee Dasi, four sons namely (1) Rakhal Chandra Mondal, (2) Gopal Chandra Mondal, (3) Dulal Chandra Mondal & (4) Chatur Mondal and four daughters namely (1) Mongala Mondal, (2) Maharani Mondal, (3) Rup Mondal @ Rup Naskar & (4) Basanti Mondal, as his heirs and successors in interest in respect of the aforesaid property, left by the said Krishna Chandra Mondal, since deceased.
- 5.1.1.3 **Absolute Joint Ownership of Jamunamoyee Das & 8 Others** : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased husband and deceased father, Krishna Chandra Mondal, the said (1) Jamunamoyee Dasi, (2) Rakhal Chandra Mondal, (3) Gopal Chandra Mondal, (4) Dulal Chandra Mondal, (5) Chatur Mondal, (6) Mongala Mondal, (7) Maharani Mondal, (8) Rup Mondal @ Rup Naskar & (9) Basanti Mondal, became the absolute joint owners of the aforesaid total plot of land measuring 27 (Twenty Seven) Decimals more or less, comprised in C.S. Dag No. 480, R.S. Dag No. 464, under C.S. Khatian No. 139, R.S. Khatian No. 148, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands.
- 5.1.1.4 **Sale by the said (1) Mongala Mondal, (2) Maharani Mondal, (3) Rup Mondal @ Rup Naskar & (4) Basanti Mondal to their brothers/co-owners, the said (1) Rakhal Chandra Mondal, (2) Gopal Chandra Mondal, (3) Dulal Chandra Mondal & (4) Chatur Mondal** : The said (1) Mongala Mondal, (2) Maharani Mondal, (3) Rup Mondal @ Rup Naskar & (4) Basanti Mondal, all daughters of Late Krishna Chandra Mondal jointly sold, transferred and conveyed their entire share in the aforesaid property alongwith other property, to their brothers/co-owners, the said (1) Rakhal Chandra Mondal, (2) Gopal Chandra Mondal, (3) Dulal Chandra Mondal & (4) Chatur Mondal, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and

recorded in Book No. I, Volume No. 135, Pages 218 to 221, being Deed No. 7700 for the year 1973.

- 5.1.1.5 **Registered Deed of Partition :** Due to inconvenience of joint holdings in the aforesaid property, the said (1) Rakhal Chandra Mondal, (2) Gopal Chandra Mondal, (3) Dulal Chandra Mondal & (4) Chatur Mondal, partitioned the aforesaid total plot of land, by executing a Registered Deed of Partition, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 74, Pages 7 to 10, being Deed No. 4017 for the year 1974.

In accordance with the said Registered Deed of Partition, the said Rakhal Chandra Mondal got and became the owner of land measuring 9 (Nine) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less out of the aforesaid total plot of land measuring 27 (Twenty Seven) Decimals more or less, comprised in C.S. Dag No. 480, R.S. Dag No. 464, under C.S. Khatian No. 139, R.S. Khatian No. 148, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

It is to be mentioned here that in the said Registered Deed of Partition, the name of the said Jamunamoyee Dasi [mother of the said (1) Rakhal Chandra Mondal, (2) Gopal Chandra Mondal, (3) Dulal Chandra Mondal & (4) Chatur Mondal] has not been participate in the said Deed of Partition due some miscommunication. But the said Jamunamoyee Dasi possessed his share with the land of the said Rakhal Chandra Mondal received through the said Registered Deed of Partition.

- 5.1.1.6 **Joint Sale by the said Rakhal Chandra Mondal and his mother, Jamunamoyee Dasi to one Gita Roy :** The said Rakhal Chandra Mondal and his mother, Jamunamoyee Dasi, jointly sold, transferred and conveyed ALL THAT piece and parcel of a demarcated plot of land measuring 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, out of their ownership, comprised in C.S. Dag No. 480, R.S. Dag No. 464, under C.S. Khatian No. 139, R.S. Khatian No. 148, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Gita Roy, wife of Late Bhanu Roy, by the strength of a Registered Deed of Conveyance, registered on 13.12.1976, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 131, Pages 252 to 257, being Deed No. 8119 for the year 1976.

- 5.1.1.7 **Absolute Ownership of Gita Roy under Deed No. 8119 for the year 1976 :** Thus on the basis of the aforementioned Registered Deed of

Conveyance, bearing Deed No. 8119 for the year 1976, the said Gita Roy, became the absolute owner of the aforesaid demarcated plot of land measuring 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag No. 480, R.S. Dag No. 464, under C.S. Khatian No. 139, R.S. Khatian No. 148, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.8 **L.R. Record** : After having absolute possession and absolute ownership over the aforesaid property, the said Gita Roy duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 120/1 (R.S. Dag No. 464 corresponding to L.R. Dag No. 465).
- 5.1.1.9 **Gift by the said Gita Roy in favour of her two sons, (1) Dipak Roy & (2) Pradip Roy** : The said Gita Roy gifted her aforesaid plot of land measuring 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag No. 480, R.S. Dag No. 464 corresponding to L.R. Dag No. 465, under C.S. Khatian No. 139, R.S. Khatian No. 148, L.R. Khatian No. 1201/1 (in the name of Gita Roy), in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, in favour of her two sons namely (1) Dipak Roy & (2) Pradip Roy, by the strength of a Registered Deed of Gift, registered on 04.08.2005, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 212, Pages 117 to 133, being Deed No. 3459 for the year 2006.
- 5.1.1.10 **Absolute Joint Ownership of (1) Dipak Roy & (2) Pradip Roy under Deed No. 3459 for the year 2006** : Thus on the basis of the aforementioned Registered Deed of Gift, bearing Deed No. 3459 for the year 2006, the said (1) Dipak Roy & (2) Pradip Roy, became the absolute joint owners of the aforesaid plot of land measuring 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag No. 480, R.S. Dag No. 464 corresponding to L.R. Dag No. 465, under C.S. Khatian No. 139, R.S. Khatian No. 148, L.R. Khatian No. 1201/1 (in the name of Gita Roy), in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas.
- 5.1.1.11 **Municipal & L.R. Records** : After having absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Dipak Roy & (2) Pradip Roy jointly recorded and mutated their names in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. AS/99/305/Block-G, in Ward No. 7 (asper Mutation Certificate

issued by the concerned Rajarhat Gopalpur Municipality) & RGM-99/305, Block-G (asper Mutation Tax Receipt issued by the concerned Rajarhat Gopalpur Municipality), being Premises No. TG-3/40, Teghoria, Lichu Bagan, P.O. Hatiara, Kolkata - 700059 (now Kolkata - 700157).

It is also to be mentioned here that the said (1) Dipak Roy & (2) Pradip Roy also 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>
Pradip Roy	1693
Dipak Roy	1694

5.1.1.12 **Demise of Dipak Roy** : While in absolute possession and absolute ownership over the aforesaid property, the said Dipak Roy died intestate on 09.12.2007, leaving behind his wife namely Sima Roy and only daughter namely Poulomi Roy as his heirs and successors in interest in respect of his undivided fifty percent share in the aforesaid property, left by the said Dipak Roy, since deceased. It is to be mentioned here that the said Gita Roy, wife of Late Bhanu Roy [mother of (1) Dipak Roy, since deceased & (2) Pradip Roy) died intestate on 03.06.2011.

5.1.1.13 **Demise of Pradip Roy** : While in absolute possession and absolute ownership over the aforesaid property, the said Pradip Roy died intestate on 26.10.2018, leaving behind his wife namely Chhanda Roy and only son namely Rahul Roy as his heirs and successors in interest in respect of his undivided fifty percent share in the aforesaid property, left by the said Pradip Roy, since deceased.

5.1.1.14 **Absolute Joint Ownership of (1) Sima Roy, (2) Poulomi Roy, (3) Chhanda Roy & (4) Rahul Roy** : Thus on the basis of the aforementioned facts and circumstances, and on the basis of inheritance as described above, the said (1) Sima Roy, (2) Poulomi Roy, (3) Chhanda Roy & (4) Rahul Roy, Landowners herein, became the absolute joint owners of ALL THAT piece and parcel of a demarcated plot of Danga land measuring 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag No. 480, R.S. Dag No. 464 corresponding to L.R. Dag No. 465, under C.S. Khatian No. 139, R.S. Khatian No. 148, L.R. Khatian No. 120/1 corresponding to L.R. Khatian Nos. 1693 & 1694, lying and situate at Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat now Baguiati, within the local limit of Rajarhat Gopalpur Municipality, having Holding No. AS/99/305/Block-G, in Ward No. 7 (asper Mutation Certificate issued by the concerned Rajarhat Gopalpur Municipality) & RGM-99/305, Block-G (asper Mutation Tax

Receipt issued by the concerned Rajarhat Gopalpur Municipality), being Prmises No. TG-3/40, Teghoria, Lichu Bagan, Kolkata - 700059 (now Kolkata - 700157), in the District North 24 Parganas.

- 5.1.1.15 **L.R. Records** : While in absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Sima Roy, (2) Poulomi Roy, (3) Chhanda Roy & (4) Rahul Roy, Landowners herein, duly recorded their names in the record of the L.R. Settlement, as under :

<u>Name of the Owner</u>	<u>L.R. Dag No.</u>	<u>L.R. Khatian No.</u>
Sima Roy	465	1734
Poulomi Roy	465	1735
Chhanda Roy	465	1736
Rahul Roy	465	1737

- 5.1.1.16 **Conversion** : While in absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Sima Roy, (2) Poulomi Roy, (3) Chhanda Roy & (4) Rahul Roy, Landowners herein, duly applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion the aforesaid land possessed by them, from 'Danga' to 'Bastu', and the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, duly converted the nature of the said land from 'Danga' to 'Bastu', in following manners :

<u>Name of the Owner</u>	<u>Memo No.</u>	<u>Date</u>
Sima Roy	287/BL&LRO/RAJ/2022	07.02.2022
Poulomi Roy	288/BL&LRO/RAJ/2022	07.02.2022
Chhanda Roy	289/BL&LRO/RAJ/2022	07.02.2022
Rahul Roy	290/BL&LRO/RAJ/2022	07.02.2022

- 5.1.2 **REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

- 5.1.2.1 **Registered Development Agreement** : The said (1) Sima Roy, (2) Poulomi Roy, (3) Chhanda Roy & (4) Rahul Roy, Landowners herein, jointly entered into a Registered Development Agreement with one P.R. Group, Developer herein, for constructing a multi storied building on the said plot of land and which is morefully described in the First Schedule hereunder written, with some terms and conditions morefully described in the said Registered Development Agreement. The said Development Agreement was registered on 28.04.2022, registered in the office of the A.D.S.R.O. Rajarhat, New Town, and recorded Book No. I, Volume No.

1523-2022 Page from 320528 to 320565, being Deed No. 152307473 for the year 2022.

5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement :** On the basis of the said Registered Development Agreement, the said (1) Sima Roy, (2) Poulomi Roy, (3) Chhanda Roy & (4) Rahul Roy, Landowners herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners, duly appointing and nominating the said P.R. Group, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Development Power of Attorney After Registered Development Agreement, which was registered on 28.04.2022, registered in the office of the A.D.S.R.O. Rajarhat, New Town, and recorded Book No. I, Volume No. 1523-2022 Page from 321347 to 321365, being Deed No. 152307522 for the year 2022.

5.1.3 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :**

5.1.3.1 **Sanction of Building Plan :** The said Developer duly sanctioned a building plan from the concerned Bidhannagar Municipal Corporation in respect of the said plot of land and which is morefully described in the First Schedule hereunder written, vide Sanctioned Building Plan/Permit No. SWS-OBPAS/2109/2022/0487 dated 22.02.2023.

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

5.1.4 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION :**

5.1.4.1 **Desire of Purchaser for purchasing a Flat from Developer's Allocation :** The Purchaser herein perused and inspected Title Deeds, Registered Development Agreement, Registered 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 P.R. Group, Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of**

covered area corresponding to Square Feet be the same a little more or less of super built up area, lying and situated in the said building namely **“DURGA HEIGHT”**, situate at Premises No. TG-3/40, Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situated on the said plot of land which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and 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]**.

5.1.4.2 **Acceptance by Developer** : The said P.R. Group, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.4.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, and subsequently the Purchaser herein already paid the same to the said P.R. Group, Developer/Confirming Party herein as per memo attached herewith.

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

5.1.5.1 **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.

5.1.5.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building 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 Landowners/Vendors 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 present building 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 Landowners/Vendors 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 Landowners/Vendors 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 Purchaser herein.
- 6.1.3 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.4 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.5 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors 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 herein has approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchaser based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Flat from the Developer/Confirming Party and Landowners/Vendors

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 on

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY** 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, 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 admits and acknowledges.

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 Purchaser

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 the cost of the purchaser, 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 Purchaser 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 Purchaser, which the Purchaser admits, acknowledges and accepts.
- 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 Purchaser fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchaser and his 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 Purchaser, 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 Purchaser can fully be entitled to mutate his name in the record of the concerned Bidhannagar Municipal Corporation and/or any other respective authority/authorities

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

- 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 purchaser and/or his 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 Land & Premises]

ALL THAT piece and parcel of Bastu land measuring **4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. be the same a little more or less**, lying and situate at **Mouza - Teghoria**, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat now Baguiati, comprised in C.S. Dag No. 480, **R.S. Dag No. 464** corresponding to **L.R. Dag No. 465**, under C.S. Khatian No. 139, R.S. Khatian No. 148, **L.R. Khatian Nos. 1734, 1735, 1736 & 1737**, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/99/305/Block-G, in Ward No. 7 (asper Mutation Certificate issued by the concerned Rajarhat Gopalpur Municipality) & RGM-99/305, Block-G (asper Mutation Tax Receipt issued by the concerned Rajarhat Gopalpur Municipality), presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 11, being Prmises No. TG-3/40, Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, Kolkata - 700157 (formerly Kolkata - 700059), in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : Land of Mr. Dasgupta.
ON THE SOUTH : 10 ft. Wide Road [Teghoria Main Road (Teghoria)].
ON THE EAST : House of Mr. Mitra.
ON THE WEST : House of Mr. Ghatok.

THE SECOND SCHEDULE ABOVE REFERRED TO
[Sold Property/Said Property]
[Description of Flat]

ALL THAT piece and parcel of one independent and complete Vitrified Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor**,

Side, measuring Square Feet be the same a little more or less of covered area corresponding to 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 situated in the said building namely **“DURGA HEIGHT”**, lying and situated at Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, Touzi No. 191, Pargana - Kalikata, P.S. Rajarhat now Baguiati, comprised in C.S. Dag No. 480, R.S. Dag No. 464 corresponding to L.R. Dag No. 465, under C.S. Khatian No. 139, R.S. Khatian No. 148, L.R. Khatian Nos. 1734, 1735, 1736 & 1737, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/99/305/Block-G, in Ward No. 7 (asper Mutation Certificate issued by the concerned Rajarhat Gopalpur Municipality) & RGM-99/305, Block-G (asper Mutation Tax Receipt issued by the concerned Rajarhat Gopalpur Municipality), presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 11, being Prmises No. TG-3/40, Teghoria Main Road (Teghoria), Lichu Bagan, P.O. Hatiara, Kolkata - 700157 (formerly Kolkata - 700059), in the District North 24 Parganas, in the State of West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinabove 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

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.

- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except 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. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

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 of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. 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].

7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including 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 of the building.
9. 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.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchaser]

Absolute User Right :

The purchaser shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building :

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchaser shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchaser shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchaser shall restore forthwith such dug up holes or excavations at his own costs and expenses.

4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating his name as owner of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Obligations :

1. The purchaser shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.
 2. The purchaser shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
 3. The purchaser shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchaser shall be entitled to erect wooden partition in the said flat for the purpose of his family requirement.
 4. The purchaser shall also pay his proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.
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5. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any

objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchaser to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchaser shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchaser fulfilling his obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchaser shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

MEMO OF CONSIDERATION

Received with thanks from the above named purchaser, a sum of **Rs..... (Rupees)** only towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchaser.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
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Witnesses :-

1.

2.

Prasanta Biswas
Proprietor of P.R. Group
Developer/Confirming Party

P. R. GROUP
Prasanta Biswas
Proprietor

MEMO OF CONSIDERATION

Received with thanks from the above named purchaser, a sum of **Rs..... (Rupees)** only towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchaser.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
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Witnesses :-

1.

2.

Prasanta Biswas
Proprietor of P.R. Group
Developer/Confirming Party

P. R. GROUP
Prasanta Biswas
Proprietor