

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the _____ day of _____ **TWO**
THOUSAND AND TWENTY-_____ **(20_____)**.

-BETWEEN-

M/S ROYAL CONSTRUCTION, a proprietorship firm having its office at 6/1K, Raja Bagan Lane (Dipen Ghosh Sarani), Post Office Ghughudanga, Police Station Sinthi, Kolkata 700030, Dist. North 24-Parganas being represented by its sole proprietor namely **SRI. ASHOK KUMAR ROY (PAN NO. AFNPR0555H) (AADHAAR- 5882 1989 8926)**, son of Ajit Kumar Roy. by faith Hindu, by nationality Indian, by occupation Business, resident of 5/4V, Dum Dum Road, Police Station Chitpur, Post Office Ghughudanga, Kolkata 700030, hereinafter called and referred to as the **“OWNER/PROMOTER”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **FIRST PART**.

AND

_____, **[PAN No. _____]**, **[AADHAAR No. _____]** son of _____, by faith - _____, by Occupation - _____, residing at _____, Post Office - _____, Police Station - _____, Kolkata - _____, District - _____, hereinafter called the **→PURCHASER→** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be

deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **SECOND PART**.

WHEREAS one Rabindra Nath Nandan, Rebati Mohan Nandan, Jharna Nandan, Sandhya Nandan and Tushar Kana Nandan became the owner of ALL THAT piece or parcel of land measuring about 14 (fourteen) Cottahs 06 (six) Chittacks and 25 (twenty-five) Square feet be the same or a little more or less being a portion of Premises No. 12, Umakanta Sen Lane, Calcutta 700030 within P.S. Chitpur in the District of 24-Parganas TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto by virtue of a Solenama Decree passed by the Ld. Sub-Judge (6th) at Alipore on 11.11.64 in connection with T.S. No. 29 of 1964.

AND WHEREAS in terms of said Solenama Decree dated 11.11.1964 said Rabindra Nath Nandan, Rebati Mohan Nandan, Jharna Nandan, Sandhya Nandan and Tushar Kana Nandan were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land measuring about 14 (fourteen) Cottahs 06 (six) Chittacks and 25 (twenty-five) Square feet be the same or a little more or less being a portion of Premises No. 12. Umakanta Sen Lane, Calcutta 700030 within P.S. Chitpur in the District of 24-Parganas TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed on reputed to belong or be appurtenant thereto free from all encumbrances free from all encumbrances and mulated their names in the assessment register of Corporation of Calcutta and the aforesaid property was renumbered as 12F, Umakanta Sen Lane, Kolkata 700030 by the competent authority.

AND WHEREAS by an indenture of partition dated 07.04.2004 duly registered at the office of the Additional Registrar of Assurances -1, Calcutta and recorded in Book No. 1. Volume No. 1 Pages from 1 to 22 being Deed No. 8403 for the year of 2006 made between said Rabindra Nath Nandan therein referred to as the first party, said Rebati Mohan Nandan, Jharna Nandan and Sandhya

Nandan therein collectively referred to as the second party and Tushar Kana Nandan therein referred to as the third party. said first party Rabindra Nath Nandan was allotted with ALL THAT piece or parcel of land measuring about 3 (three) Cottahs 10 (ten) Chittacks more or less demarcated as LOT-C1 in the map annexed therewith lying and situated at the south-west portion of Premises No. 12F, Umakanta Sen Lane, Kolkata-700030 within PS Chitpur in the District of South 24-Parganas TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto free from all encumbrances free from all encumbrances.

AND WHEREAS while seizing possessing and enjoying the aforesaid property peaceably and without any hindrance, interruptions and disturbances any manner whatsoever said Rabindra Nath Nandan who was during his life time and at the time of his death governed by the Dayabhaga School of Hindu Law died intestate as issueless on 03.05.2007 leaving behind him surviving his wife namely Agamani Nandan as his only legal heiress and successor in accordance with the Hindu Succession Act, 1956.

AND WHEREAS by virtue of recital hereinabove stated said AGAMANI NANDAN became the sole and absolute owner of and is now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land measuring about 3 (three) Cottahs 10 (ten) Chittacks more or less demarcated as LOT - C1 in the map annexed therewith lying and situated at the south-west portion of Premises No. 12F, Umakanta Sen Lane, Kolkata - 700030 within P.S. Chitpur in the District of South 24-Parganas TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto free from all encumbrances thereafter referred to as the →SAID PROPERTY/SAID PREMISES→

AND WHEREAS in order to develop the said premises, said Agamani Nandan engaged and appointed the confirming party herein and also executed one General Power of Attorney on 08.08.2007 in favour of said confirming party and the same was duly registered at the office of the A.D.S.R., Cossipore-Dum Dum and recorded in Book IV. Volume No. II, Pages from 223 to 226 Being No. 598 for the year of 2007 and subsequently the vendor and the confirming party entered

into a Development Agreement on 15.01.2011 but unfortunately the confirming party was unable to proceed as per the said agreement due to some personal reasons.

AND WHEREAS subsequently said Agamani Nandan duly mutated her name in the assessment register of Kolkata Municipal Corporation and the said premises was renumbered as 12F/2, Umakanta Sen Lane, Kolkata 700030 by the competent authority.

AND WHEREAS with a view to sell out the said property the Vendor intended and declared her intention to sell out the said property morefully and particularly mentioned and described in the Schedule thereafter appearing absolutely and forever free from all encumbrances with the consent of confirming party and on learning about the intention of the Vendor the Purchaser has approached the Vendor and expressed his intention and offered to purchase the said property at or for the total consideration of Rs.65,00,000/- (Rupees Sixty Five Lakh Only) which the Vendor and Confirming Party herein considering the quantum of consideration as fair and reasonable, have accepted the offer of the Purchaser and agreed to sell the said property particularly described in the Schedule hereunder written free from all encumbrances unto and in favour of the Purchaser for a consideration as mentioned therein.

AND WHEREAS in terms of the said Agreement the Vendor and Confirming Party have agreed to execute and register a proper instrument (Deed of Conveyance) in favour of the owner/promoter herein in respect of transfer of the said property more fully mentioned and described in the Schedule hereunder written at or for the said consideration money free from all encumbrances, charges, liens, lispendens, attachments, litigations, proceedings, disputes, claims and demands any manner whatsoever.

WHEREAS at all material times, one Hari Charan Nandan and others were the joint and absolute owner owners of ALL THAT the piece and parcel of land containing by estimation an area of 34 Cottahs 06 Chittacks 25 Sq.ft. be the same a little more or less being the municipal Premises No. 12, Umakanta Sen Lane, Calcutta - 700030 within P.S. Chitpur in the District of 24-Parganas TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto.

AND WHEREAS said Hari Charan Nandan being one of the co-sharers of the aforesaid property, filed a suit for partition before the 6th Court of Sub-Judge at Alipore. On or about 10th November, 1964, the said suit was decreed on compromise in terres of Solenama filed by the parties to the said suit and accordingly ALL THAT the divided and demarcated piece and parcel land measuring about 14 (fourteen) Cottahs 06 (six) Chittacks and 25 (twenty-five) Square feet be the same or a little more or less out of the aforesaid property TOGETHERWITH aill sheds structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said delineated and identified land hereditaments and premises marked as LOT-C1 in the said compromise petition as also shown and marked on map or plan annexed thereto which has since been renumbered as Premises No. 12F Umakanta Sen Lane, Kolkata-700030 within P.S. Chitpur under the local limits of Ward No. 4 of Kolkata Municipal Corporation in the District of South 24-Parganas (hereinafter referred to as the →said partitioned premises") was jointly allotted to the Defendant Nos 5 to 10 of the said suit being Sm. Binapani Nandan (since deceased) wife of Late Surendra Nath Nandan and Rabindra Nath Nandan, Rebati Mohan Nandan (since deceased), Jharna Nandan, Sandhya Nandan and Tushar Kana Nandan (then minor) all being sons and daughters of Late Surendra Nath Nandan.

AND WHEREAS by virtue of aforesaid decree in the said T.S. No. 29 of 1964, said Binapani Nandan, Rabindra Nath Nandan, Rebati Mohan Nandan, Jharna Nandan, Sandhya Nandan and Tushar Kana Nandan became the absolute joint owners of and were absolutely seized and possessed of or otherwise well and sufficiently entitled to the said partitioned property measuring about 14 (fourteen) Cottahs 06 (six) Chittacks and 25 (twenty-five) Square feet be the same or a little more or less.

AND WHEREAS while seizing possessing and enjoying the aforesaid property peaceably and without any hindrance, interruptions and disturbances in any manner whatsoever said Binapani Nandan who was during her life time and at the time of her death governed by the Dayabhaga School of Hindu Law died intestate on 29.09.1998 leaving behind her surviving her said sons and daughter namely respectively Rabindra Nath Nandan, Rebati Mohan Nandan, Jhama Nandan, Sandhya Nandan and Tushar Kana Nandan as his only heirs and legal representatives in accordance with the Hindu Succession Act, 1956.

AND WHEREAS thus said Rabindra Nath Nandan, Rebati Mohan Nandan, Jharna Nandan Sandhya Nandan and Tushar Kana Nandan became the absolute joint owners of ALL THAT piece or parcel of land measuring about 14 (fourteen) Cottahs 06 (six) Chittacks and 25 (twenty-five) Square feet be the same or a little more or less being a portion of Premises No, 12F, Umakanta Sen Lane, Kolkata - 700030 within P.S. Chitpur under the local limits of Ward No. 4 of Kolkata Municipal Corporation in the District of South 24-Parganas TOGETHERWITH all structures ways paths. passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto.

AND WHEREAS by an indenture of partition dated 07.04.2004 duly registered at the office of the Additional Registrar of Assurances -I, Kolkata and recorded in Bock No. I, Volume No. 1 Pages from 1 to 22 being Deed No. 8403 for the year of 2006 made between said two sons and three daughters of Late Surendra Nath Nandan and Late Binapani Nandan, namely respectively 1) Sri Rabindra Nath Nandan, 2) Sri Rebati Mohan Nandan, 3) Smt. Jharna Nandan (Daw), 4) Smt. Sandhya Nandan (Das) and 5) Smt. Tushar Kana Nandan (Mukherjee), the said partitioned premises was divided and partitioned into three parts and out of which LOTC1X measuring about 03 Cottahs 10 Chittacks more or less was allotted to said Sri Rabindra Nath Nandan, LOT-C1Z measuring about 02 Cottahs 06 Chittacks 00 Sq.ft. more or less was allotted to said Smt. Tushar Kana Nandan (Mukherjee) and LOT-C1Y measuring about 08 Cottahs 06 Chittacks 25 Sq.ft. more or less was allotted in two parts - 06 Cottahs was allotted to said Sri Rebati Mohan Nandan, Smt. Jharna Nandan (Daw) and Smt. Sandhya Nandan (Das) jointly and remaining 02 Cottahs 06 Chittacks 25 Sq.ft. was to held jointly by the said five heirs of Late Binapani Nandan but the said LOT-C1Y was not physically divided and as such only the shares were defined by the said Partition Deed dated 07.04 2004.

AND WHEREAS said Rebati Mohan Nandan who was during his lifetime and at the time of his death governed by the Dayabhaga School of Hindu Law died intestate as on 04.01.2006 leaving behind him surviving Smt. Padmabati Nandan (widow) and Smt. Gouri Paul (married daughter) as his only heirs and legal representatives in accordance with the Hindu Succession Act, 1956.

AND WHEREAS by a Deed of Rectification dated 19.08.2006 made between 1) Sri Rabindra Nath Nandan, 2) Smt Jharna Daw, 3) Smt. Sandhya Das, 4) Smt. Padmabati Nandan, 5) Smt. Gouri Paul and 6) Smt-Tushar Kana Mukherjee, the said Deed of Partition dated 07.04.2004 has since been rectified to remove certain typographical errors and/or mistakes and as such the said Deed of Partition dated 07.04.2004 shall be read and construed as thereby rectified and corrected.

AND WHEREAS thus said Sri Rabindra Nath Nandan, Smt. Jharna Daw, Smt. Sandhya Das, Smt. Tusharkana Mukherjee (previously Tushar Kana Nandan), Smt Padmabati Nandan and Smt. Gouri Pal became the absolute joint owners of and were absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land demarcated as LOT-C1Y measuring about 08 Cottahs 06 Chittacks 25 Sq.ft. more or less being a portion of Premises No. 12F, Umakanta Sen Lane, Kolkata-700030 within P.S. Chitpur under the local limits of Ward No. 4 of Kolkata Municipal Corporation in the District of South 24-Parganas TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto.

AND WHEREAS by an indenture of conveyance dated 19.08.2006 duly registered at the office of the Additional Registrar of Assurances-1, Kolkata and recorded in Book No. 1. Pages from 1 to 19 being Deed No. 190101721 for the year of 2006 made between said Sri Rabindra Nath Nandan, Smt. Jhama Daw, Smt. Sandhya Das, Smt. Tusharkana Mukherjee, Smt. Padmabati Nandan and Smt. Gouri Pal, all therein collectively referred to as the vendors of one part and M/S Exmark Sales Private Limited therein referred to as the purchasers of the other part, said Sri Rabindra Nath Nandan and Others for the valuable consideration therein mentioned, granted. sold, conveyed, transferred, assigned and assured ALL THAT piece and parcel of land demarcated as LOT-C1Y measuring about 08 Cottahs 06 Chittacks 25 Sq.ft. more or less being a portion of Premises No. 12F, Umakanta Sen Lane, Kolkata 700030 within P.S. Chitpur under the local limits of Ward No. 4 of Kolkata Municipal Corporation in the District of South 24-Parganas TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurteriances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to

belong or be appurtenant thereto unto and in favour of said M/S Exmark Sales Private Limited free from all encumbrances whatsoever.

AND WHEREAS while remained in absolute possession of ALL THAT piece and parcel of land demarcated as LOT-C1X measuring about 03 Cottahs 10 Chittacks: more or less, said Rabindra Nath Nandan who was during his life time and at the time of his death governed by the Dayabhaga School of Hindu Law died intestate as issueless on 03.05.2007 leaving behind him surviving his wife namely Agamani Nandan as his only heiress and legal representative in accordance with the Hindu Succession Act, 1956.

AND WHEREAS thus said Agamani Nandan became the sole and absolute owner of and was absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land demarcated as LOT-C1X measuring about 3 (three) Cottahs 10 (ten) Chittacks more or less TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto free from all encumbrances and mutated her name in the assessment register of the Kolkata Municipal Corporation in respect of said LOT-C1X and the same was renumbered as Premises No. 12F/2, Umakanta Sen Lane, Kolkata-700030 by the competent authority.

AND WHEREAS by an indenture of conveyance dated 13.12.2021 duly registered at the office of the AD.S.R, Sealdah and recorded in Book No. I, Pages from 244153 to 244180 being Deed No. 160605779 for the year of 2021 made between said Smt. Agamani Nandan therein referred to as the vendor of one part and M/S Royal Construction therein referred to as the purchaser of the other part, said Smt. Agamani Nandan for the valuable consideration therein mentioned, granted, sold, conveyed, transferred, assigned and assured ALL THAT piece and parcel of said municipal premises being No. 12F, Umakanta Sen Lane, Kolkata 700030 within P.S. Chitpur under the local limits of Ward No. 4 of Kolkata Municipal Corporation in the District of South 24-Parganas TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or

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reputed to belong or be appurtenant thereto unto and in favour of said M/S Royal Construction free from all encumbrances whatsoever.

AND WHEREAS thus said Tusharkana Mukherjee being the sole and absolute owner of said COT-C1Z measuring about 02 Cottahs 06 Chittacks 00 Sq. ft. more or less TOGETHERWITH all structures ways paths passages areas sewers drains water and water-courses lights privileges liberties easements appendages and appurtenances whatsoever to the said plot of land hereditaments and premises belonging or in anywise appertaining to or usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto free from all encumbrances, mutated her name in the assessment register of the Kolkata Municipal Corporation in respect of said LOT C1X vide Case No. 0/004/21-MAR-22/134749 and the same was remained as Premises No. 12F, Umakanta Sen Lane. Kolkata 700030 (hereinafter referred to as the →SAID PREMISES/SAID PROPERTY"). Be it mentioned herein that her name was recorded as →Tushar Kana Mukherjee Nee Nandan→ in the assessment register of the Kolkata Municipal Corporation.

AND WHEREAS with a view to sell out the said property the Vendor intended and declared her intention to sell out the said property morefully and particularly mentioned and described in the Schedule hereinafter appearing absolutely and forever free from all encumbrances and on knowing about the intention of the Vendor, the Purchaser has approached the Vendor and expressed his intention and offered to purchase the said property at or for the total consideration of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) which the Vendor herein considering the quantum of consideration as fair and reasonable, has accepted the offer of the Purchaser and agreed to sell the said property particularly described in the Schedule hereunder written free from all encumbrances unto and in favour of the Purchaser.

AND WHEREAS in terms of the said Agreement the Vendor has agreed to execute and register a proper instrument (Deed of Conveyance) in favour of the Purchaser in respect of transfer of the said property more fully mentioned and described in the Schedule hereunder written at or for the said full and final consideration free from all encumbrances, charges liens, lispens, attachments, litigations, proceedings. disputes, claims and demands, any manner whatsoever.

AND WHEREAS The Owner/Promoter herein is the absolute owners of ALL THAT piece and parcel total Land, measuring about 6 Cotthas be the same a little more or less lying and situated under premises number 12F, Umakanta Sen Lane, P.O. -Ghughudanga, P.S.- Chitpur, Ward No. 004, Borough No. 01, under the local limits of Kolkata Municipal Corporation, Kolkata-700030, West Bengal, hereinafter referred to as the “**said Premises**” and more fully described in the **First Schedule** hereunder written.

AND WHEREAS The promoter has obtained the final layout plan approvals for the Project from the Kolkata Municipal Corporation vide **Building Permit NO- 2023010060, dated 16.08.2023**, consisting of several self-contained finished flats/apartments, shop room and car parking spaces in respect of the project known as “**ROYAL SIGNATURE**”.

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at **KOLKATA** on _____ under registration no. _____.

AND WHEREAS While in the course of construction the Developer invited offers for purchase of self-contained flats/apartments along with one covered car parking space and the Purchasers herein offered to purchase **ALL THAT** piece and parcel of the **APARTMENT NO. _____**, on the _____ **Floor** of the building, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**), excluding balcony area of _____ (_____) **Square Feet** more or less, appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of _____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, _____ (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**, along with One **Covered Car Parking space** being **Car Parking No. _____**, situate at the _____ of the building, containing by estimation an area of _____ (_____) **Square Feet (Super Built Up Area)** more or less, flooring tiles, at the Project known as “_____”, hereinafter referred to as the said “**FLAT AND/OR UNIT**” more particularly described in the **Second Schedule** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities

attached to and available with all other flats in the building at and the consideration of the said Flat **Rs. _____ (Rupees _____) only** along with Covered Car parking space consideration of **Rs. _____ (Rupees _____) only**. The total consideration of the said Flat along with the Covered Car parking space sum of **Rs. _____ (Rupees _____) only**.

AND WHEREAS The said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs. _____ (Rupees _____) only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Flat and/or Unit purchase **ALL THAT** the piece and parcel of **APARTMENT NO. _____**, on the _____ **Floor** of the building being **Block _____**, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**), excluding balcony area of _____ (_____) **Square Feet** more or less, appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of (____) **Bed Rooms**, _____ (____) **Living/Dining Room**, _____ (____) **Kitchen**, _____ (____) **Toilets**, _____ (____) **Balconies**, along with One **Covered Car Parking space** being **Car Parking No. _____**, situate at the Basement of the building, containing by estimation an area of _____ (_____) **Square Feet (Super Built Up Area)**

more or less, flooring tiles, at the Project known as "**ROYAL SIGNATURE**", constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space areas and facilities in the building as described in **Part-I** and **Part-II** for the use occupation and enjoyment of the said flat as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance,

repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Flat and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may

hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.

4. The Purchasers undivided proportionate interest in land is impartible in perpetuity.
5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers have understood the concept, layout and scheme of “_____” to

comprise of several Blocks and that all facilities and amenities in all Blocks along with other phases “ _____ ” which have been constructed or shall be constructed both shall jointly enjoyed the common amenities in the complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other adjacent Complex developed by the Developer shall be permitted in perpetuity.

3. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex within the entire project of “ _____ ”, for which Purchasers agrees and covenants:

- i) To Co-Operate with the other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Flat Owners in the Management and Maintenance of The Block/Complex/Project.
- ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building

including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Flat Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Flat Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.
- ix) **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.

- x) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.
- xiii) **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or

the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

- xvi)** **NOT TO** install grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii)** **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii)** **NOT TO** raise any objection whatsoever to the **OWNERS'/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix)** **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx)** **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions

of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.

- xxi) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxii) NOT TO** raise any objection in the event the Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Developer and all units and Purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit Purchasers of units in the scheduled land and the unit Purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchasers herein along with the other co-owners.

- xxiii) NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.
- xxiv) NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNERS AND/OR DEVELOPER**.
- xxv) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.
- xxvi) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxvii) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.
- xxviii) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.
- xxix)** To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

xxx) The right of the Purchasers in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchasers herein) shall be as follows:-

- (i) To park a Medium Sized Motor Car only.
- (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
- (iii) not to keep in the car parking space, anything other than private motor car
- (iv) Not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
- (v) Not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
- (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the Purchasers herein.
- (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

THE FIRST SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel total Land, measuring about 6 Cotthas be the same a little more or less lying and situated under premises number 12F, Umakanta Sen Lane, P.O. -Ghughudanga, P.S.- Chitpur, Ward No. 004, Borough No. 01, under the local limits of Kolkata Municipal Corporation, Kolkata-700030, West Bengal, butted and bounded as follows:-

On the North: _____

On the South: _____.

On the East: _____.

On the West: _____.

THE SECOND SCHEDULE ABOVE REFERRED TO:**(THE SAID FLAT AND THE SAID CAR PARKING SPACE)**

ALL THAT piece and parcel of **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block** _____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**), excluding balcony area of _____ (_____) **Square Feet** more or less, appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring tiles, consisting of (____) **Bed Rooms**, _____ (____) **Living/Dining Room**, _____ (____) **Kitchen**, _____ (____) **Toilets**, _____ (____) **Balconies**, along with One **Covered Car Parking space** being **Car Parking No.** _____, situate at the Basement of the building, containing by estimation an area of _____ (_____) **Square Feet (Super Built Up**

Area) more or less, flooring tiles, at the Project known as “**ROYAL SIGNATURE**”, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS, FACILITIES AND AMENITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXCLUDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary walls, stair case, Lift & lift wall, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.

3. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.

4. The entire land or space lying vacant within the said premises.

5. COMMON FACILITIES AND AMENITIES:

1. Shall include corridors, hall ways passage, ways, common stair case, lift, car parking space, common lands, pump room, overhead water tank, motor and other facilities which may be mutually agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners along with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building replacing. decorating, the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, Lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.

2. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc, as decided by the Association.
3. The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.
4. Municipal and other taxes (both owner and occupiers) and other outgoing etc.
5. Transformer Installation charges, if any, shall be borne by the flat owners proportionately.
6. **INSURANCE** of the building against earthquake, fires any damages by natural calamities etc.
7. **ALL** electricity charges payable in common for the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(EASEMENTS)

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and

occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.

- 2) The right of access in common with other co-owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the

said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.

- 6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNERS, DEVELOPER, and PURCHASERS at

Kolkata in the presence of:

WITNESS:

1.

**SIGNATURE OF THE
OWNERS/DEVELOPER**

2.

SIGNATURE OF THE PURCHASER

Drafted and prepared by me:

RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum **Rs. _____ (Rupees _____)** only by way of total consideration money as per Memo below:-

MEMORANDUM OF CONSIDERATION

Sl. No.	Date	Cheque No.	Bank	Amount (in Rs.)
1				
2				
3				
4				
	TOTAL			_____/-

(Rupees _____) only.

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.