

DEED OF CONVEYANCE

This Deed of Conveyance executed on this day of, 2023

By and Between

(1) **SRI SANTI RANJAN CHATTERJEE (PAN NO. AKIPC7984M)** son of Late Chinta Haran Chatterjee, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at Balaka Abasan, Flat No. C-41 1-3, New Town, Post Office- New Town, Police Station – New Town, Kolkata– 700156, Phone No. 9874747491. (2) **SRI SANJIB CHATTERJEE (PAN NO. AKDPC3154E)** son of Late Chinta Haran Chatterjee, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at 57 Panchanan Dey Road, Post Office- Jadavpur, Police Station – Jadavpur, Kolkata– 700032, Phone No. 7980203793. (3) **SMT. MINU CHATTOPADHAYA (PAN NO. AFKPC5122N)** Daughter of Late Chinta Haran Chatterjee, Wife of Sri Mrinal Kanti Chattopadhaya, by faith- Hindu, by Nationality- Indian, by occupation- House Wife, residing at Aparupa Apartment 3A, 3rd Floor, Post Office- Garia Station Road, Police Station – Sonarpur, Kolkata– 700084, Phone No. 9903435443. (4) **SMT. SWAPNA DEY (PAN NO. ALXPD4766E)** Daughter of Late Chinta Haran Chatterjee, Wife of Manojendra Kumar Dey, by faith- Hindu, by Nationality- Indian, by occupation- House Wife, residing at 266/1 D.H. Road, Post Office- Barisha, Police Station – Thakurpukur, Kolkata– 700008, Phone No. 9874371501. (5) **SMT. LINA BANERJEE (PAN NO. BMJPB2774A)** Daughter of Late Chinta Haran Chatterjee, Wife of Sri Dilip Banerjee, by faith- Hindu, by Nationality- Indian, by occupation- House Wife, residing at Flat No. A/10, 20D Dover Place Garcha 1st Lane, Ballygunge, Post Office- Ballygunge, Police Station –Garia Hat, Kolkata– 700019, Phone No. 9831955104. (6) **SMT. MOUSUMI MUKHERJEE (PAN NO. AOTPM1371B)**, Wife of Late Pradip Kumar Mukherjee, by faith- Hindu, by Nationality- Indian, by occupation- House Wife, residing at Nibedita Sarani, Kamrabad, Post Office- Sonarpur, Police Station – Sonarpur, Kolkata– 700150, Phone No. 9830486419. (7) **SMT. SUPRIYA CHAKRABORTY (PAN NO. BVVPC2738L)**, Daughter of Late Promod Lal Mukherjee, Wife of Late Asish Chakraborty, by faith- Hindu, by Nationality- Indian, by occupation- House Wife, residing at Baidya Para, Kamrabad, Post Office- Sonarpur, Police Station – Sonarpur, Kolkata– 700150, Phone No. 9903823598. (8) **SMT. SUCHITRA MUKHERJEE (PAN NO. AESPM6523N)**, Daughter of Late Promod Lal Mukherjee, Wife of Pradip Kumar Motial, by faith- Hindu, by Nationality- Indian, by occupation- House Wife, residing at 172/24 A.J.C. Bose Road, Post Office- Beniapukur, Police Station – Beniapukur, Kolkata– 700014, Phone No. 7980499401, hereinafter called and referred to as the **VENDORS**.

SRISTI
Souvik Kataria
Partner

(which expression shall unless excluded or repugnant to the context be deemed to mean and include their heirs executors, administrators, legal representatives and assigns) of the **FIRST PART** Represented through their Registered constitute Power of Attorneys namely **SRISTI (PAN No. ADQFS1720G)**, a Partnership firm having its registered office at S. D. Chatterjee Road, Baruipur, Post Office- Baruipur, Police Station – Baruipur, Dist.- South 24 Parganas, Kolkata- 700144, Mobile No. 9230603353. Represented by its partners namely (1)**SOUVIK KATWAR, (PAN NO. GCVPK4919P)** Son of John Katwar, by faith- Christian, by occupation- Business, residing at – S. D. Chatterjee Road, Baruipur, Post Office- Baruipur, Police Station – Baruipur, Dist.- South 24 Parganas, Kolkata-700144, Mobile No. 8621027789, (2) **ABU ALL HASAN LASKAR (AFHPL3660D)**, Son of Ali Akbar Laskar, by faith- Muslim, by Occupation- Business, residing at Vill.- Khodar Bazar, Post Office - Baruipur, Police Station- Baruipur, Kolkata- 700144, Mobile No. 8013797100, by virtue of a registered Development Power of Attorney dated **18/12/2019** Which has been Registered at the office of the Additional Registrar of Assurance office of the A.R.A. III Kolkata, and recorded in Book no. I, Volume No. 1903-2020, Pages from 6340 to 6394, being Deed No. **7228** for the year 2019.

AND

(1) Mr. _____, (PAN No.....), Son of _____, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at _____ hereinafter called and referred to as **“PURCHASERS”** (which expression shall unless excluded or repugnant to the context be deemed to mean and include their heirs executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

SRISTI (PAN No. ADQFS1720G), a Partnership firm having its registered office at S. D. Chatterjee Road, Baruipur, Post Office- Baruipur, Police Station – Baruipur, Dist.- South 24 Parganas, Kolkata- 700144, Mobile No. 9230603353. Represented by its partners namely (1) **SOUVIK KATWAR, (PAN NO. GCVPK4919P)** Son of John Katwar, by faith- Christian, by occupation- Business, residing at – S. D. Chatterjee Road, Baruipur, Post Office- Baruipur, Police Station-Baruipur, Dist.- South 24 Parganas, Kolkata-700144, Mobile No. 8621027789, (2) **ABU ALL HASAN LASKAR (AFHPL3660D)**, Son of Ali Akbar Laskar, by faith- Muslim, by Occupation- Business, residing at Vill.- Khodar Bazar, Post Office - Baruipur, Police Station- Baruipur, Kolkata- 700144, Mobile No. 8013797100, hereinafter called and referred to as the **DEVELOPER/CONFORMING PARTY** (which expression shall unless excluded or repugnant to the context be deemed to mean and include his heirs executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS :- One Chinta Haran Chatterjee @ Chattopadhyay Purchased the land measuring more or less 04 Cottahs 14 Chittaks, in respect of C.S. Dag No. 454 & 450/825, Under C.S. Khatian. 309 and land measuring more or less 06 Cottahs 08 Chittaks, in respect of C.S. Dag No. 454 & 455, Under C.S. Khatian. 309, under Mouza- Rajapur, J.L No. 23, Police Station- Jadavpur, District South 24 Parganas, Kolkata-700032, Under Jurisdiction Kolkata Municipal Corporation, Ward No. 102, A.D.S.R. Office at Alipore, District Sub registration office at Alipore, District South 24 Parganas from Lalit Kumar Sardar by virtue of Two deferent Sale Deeds of sale on 25/03/1955 and 10/09/1954 and the same were registered in the office of sub-registered Alipore Sadar and entered Book No. 01, Volume No. 101, Pages From 70 to 73, Being Deed No. 2417, for the year 1955, and Book No. 01, Volume No. 101, Pages From 206 to 209, Being Deed No. 6237, for the year 1954 respectively.

AND WHEREAS:- While possessing the land absolutely the said Chinta Haran Chatterjee @ Chattopadhyay died intestate leaving behind his wife namely Amiya Prava Chatterjee, Two Son's namely 1) Santi Ranjan Chatterjee, 2) Sanjib Chatterjee, and Four Daughter's namely 1) Mridula Mukherjee, 2) Minu Chattapadhyay, 3) Swapna Dey & 4) Lina Banerjee as his heirs or legal representatives. Accordingly after the demise of said Chinta Haran Chatterjee @ Chattopadhyay in accordance with the Hindu Law of Succession, his aforesaid wife, Two son's and Four daughter's became the co-owners of the aforesaid property by way of inheritance.

AND WHEREAS:- Thereafter the said Mridula Mukherjee died intestate leaving behind her Two Son's namely 1) Prabir Mukherjee, 2) Pradip Mukherjee, and Three Daughter's namely 1) Supriya Chakraborty, 2) Sumitra Chakraborty, & 3) Suchitra Mukherjee as her heirs or legal representatives. Accordingly after the demise of said Mridula Mukherjee in accordance with the Hindu Law of Succession, his aforesaid Two Son's and three daughter's became the co-owners of the aforesaid property by way of inheritance.

AND WHEREAS:- The said Amiya Prava Chatterjee, out of natural love and affection by making a Deed of Gift which is duly registered in the office of D.S.R. Alipore and duly recorded in Book No. 1, C.D. Volume no. 03, Page no. 1359 to 1370, Being Deed No. 00549 for the year 2012. unto and in favour of Swapna Dey Wife of Monojendra Kumar Dey.

AND WHEREAS:- While possessing the land accordingly his share the said Pradip Mukherjee died intestate leaving behind his wife namely Mousumi Mukherjee and only Daughter namely Subarna Mukherjee as his heirs or legal representatives. Accordingly after the demise of said Pradip Mukherjee in accordance with the Hindu Law of Succession, his aforesaid wife, and daughter became the co-owners of the aforesaid property by way of inheritance.

AND WHEREAS:- There after the said Prabir Mukherjee transferred and conveyance his share in favour of his Sister Suchitra Mukherjee by a Deed of Gift on 20/03/2013 registered at the office of District Sub register office Alipore and duly recorded in Book No. 1, C.D. Volume No. 06, Pages from 996 to 1007, being Deed No. 1184, for the year 2013.

AND WHEREAS:- the said Subarna Mukherjee transferred and conveyance her share in favour of her mother Mousumi Mukherjee by a Deed of Gift on 25/05/2018 registered at the office of District Sub register office-I Alipore and duly recorded in Book No. 1, Volume No. 1605-2018, Pages from 143400 to 143419, being Deed No. 3363, for the year 2018.

AND WHEREAS:- the said Sumitra Chakraborty transferred and conveyance her share in favour of her Sister Suchitra Mukherjee by a Deed of Sale registered at the office of District Sub register office-I Alipore and duly recorded in Book No. 1, Volume No. 1605-2019, Pages from 62944 to 62967, being Deed No. 01746, for the year 2019.

AND WHEREAS:- Thus the said Santi Ranjan Chatterjee became the absolute lawful owner and occupier of the land measuring 2.04 decimals, Sri Sanjib Chatterjee became the absolute lawful owner and occupier of the land measuring 2.04 decimals, Minu Chatterjee became the absolute lawful owner and occupier of the land measuring 2.04 decimals, Swapna Dey became the absolute lawful owner and occupier of the land measuring 4.08 decimals, Lina Banerjee became the lawful owner and Occupier of the land measuring 2.04 decimals, Mousumi Mukherjee became the absolute lawful owner and occupier of the land measuring 0.408 decimal, Supriya Chakraborty became the absolute lawful owner and occupier of the land measuring 0.408 decimals, Sumitra Chakraborty became the absolute lawful owner and occupier of the land measuring 0.408 decimals, Suchitra Mukherjee became the absolute lawful Owner and occupier of the land measuring 0.818 decimals which is described in Schedule below and have been enjoying and possessing the property absolutely and exclusively as dwelling house on the total land measuring more or less 14.31 decimals or 8 Cottahs lying situated at Mouza-Rajapur, J.L.no.23, comprised in C.S. Dag no. 450/825, corresponding to R.S. Dag No. 505, area of land measuring 7.31 decimals of bastu land and comprised in C.S. Dag no. 455, corresponding to R.S. Dag No.510, area of land measuring 07 decimals of bastu land, being premises No. 57, West Rajapur Road, P.S.- Jadavpur, Kolkata-700032, Under Jurisdiction of Kolkata Municipal corporation ward No. 102, Which has been fully mentioned as written in the schedule below, hereinafter called and referred to as the "SAID ENTIRE PROPERTY" and the present owners are being paying all its as usual revenues, rents, taxes to Kolkata Municipal corporation whatsoever in their names.

AND WHEREAS:- During their such joint, absolute and peaceful possession and enjoyment of the said property, the above named Santi Ranjan Chatterjee, Sanjib Chatterjee, Smt. Minu Chattapadhyay, Smt. Swapna Dey, Smt. Lina Banerjee, Smt. Mousumi Mukherjee, Supriya Chakraborty, Smt. Suchitra Mukherjee, (the Land owners herein named) for the purpose of better use and utilization of the property have decided to raise a multi-storied building at their schedule "A" mentioned property through a developer they had decided and entrusted the above named Souvik Katwar & Abu All Hasan Laskar being the developer herein to construct and develop the schedule "A" mentioned property under some specific terms and conditions as settled by and between them .

AND WHEREAS:- That above stated first part herein entered into an Agreement for Developing their land on 18/12/2019 with the second part which was registered at the office of A.R.A-III Kolkata, and copied in Book No 01, Volume No 1903-2020 pages from 6028 to 6098 vide Deed No 7221 in the year 2019.

AND WHEREAS:- The above first part herein has executed and registered one development Power of Attorney dated 18/12/2019 in favour of **SRISTI** a Partnership firm its partner's namely (1) SouvikKatwar & (2) Abu All Hasan Laskar which was registered at the office of A.R.A-III Kolkata, and copied in Book No 01, Volume No 1903-2020 pages from 6340 to 6394 vide Deed No 7228 in the year 2019.

AND WHEREAS:- In pursuance of the Development Agreement dated 18/12/2019 the Builder/Developer at own cost and expenses submitted a building plan before the Kolkata Municipal Corporation and the said plan was sanctioned ID No **2022120049** Kolkata Municipal Corporation dated **22/06/2022** in the name of owner for construction of a new ground plus four (4) storied Commercial and Residential Building comprising of Garage spaces in the ground floor.

AND WHEREAS:- On obtaining the said sanctioned Building Plan, the builder commenced construction of the said new Ground plus Four (4) Storied Commercial and Residential building at the said premises and under the said development agreement dated 18/12/2019 and also registered Power Of Attorney dated 18/12/2019 the builder was /is authorized to sell flats/car parking spaces in the new building in favour of intended purchaser or purchasers out of his Allocations.

AND WHEREAS:- The new construction (G+4)building the purchaser met with the developer to know regarding Residential flat & Garage and developer has shown the flat which herein after morefully described in the SECOND SCHEDULE property having seen the said flat purchasers desired to purchase the said flat which under construction during the time of negotiation.

AND WHEREAS:- The purchaser therein verified all the authentic requisite documents in respect of the Second Schedule property on having satisfied intends to purchase a Flat and Garage described morefully in the SECOND SCHEDULE hereinafter measuring a super built up area of more or less **920** Sq.ft. on the **Second Floor, Flat No. 3D**, with **135** Sq.ft. Covered Garage on the Ground floor along with common facilities mentioned in the schedule 'C' of the said building.

AND WHEREAS:- The said new building upon the SCHEDULE A property the present vendors/owners and developer/confirming party herein intend to sell Flat from **DEVELOPER'S ALLOCATION** in respect of all that a self-contained Flat having a super built up area more or less _____ Sq.ft. on the _____ **Floor, Flat No. _____**, with _____ Sq.ft. Covered Garage on the Ground floor of the said building along with undivided proportionate share or interest on the land underneath the said building situated at the said premises along with undivided proportionate user right of all common areas and facilities with common utilities thereto the said building and premises and with undertaking to bear or pay all common utilities thereto the said building and premises and with

undertaking to bear or pay all common expenses for all common purpose in the said building and thereafter the vendors has been possessing enjoying and occupying the same free from all sorts of encumbrances liens and attachments whatsoever nature or manner whatsoever.

AND WHEREAS:- On obtaining the said sanctioned Building Plan, the **OWNERS** commenced construction of the said new ground plus Four (G+IV) Storied Commercial and Residential building at the said premises.

AND WHEREAS:- The new construction (G+IV) building the purchaser met with the Developer to know regarding Residential flat & Garage and Developer has shown the Flat and Garage which herein after morefully described in the **SECOND SCHEDULE** property having seen the said Flat and Garage purchaser desired to purchase the said Flat and Garage which under construction during the time of negotiation.

AND WHEREAS:- The purchaser being desirous of purchasing and acquiring one residential Flat, being **Flat No.** _____ on the _____ **Floor**, of the building, measuring more or less _____ **Sq.ft.** Super Built Up area and one Covered Garage measuring more or less _____ Sq.ft. of the said Multi- Storied building together with undivided and un-demarcated proportionate share of land underneath the building which is standing on and over the **SCHEDULE "A"** mentioned land herein after called the said Flat which is clearly mentioned in the **SCHEDULE "B"** hereunder written with all common areas of the said building described in the **SCHEDULE "C"** hereinafter written at or for the total price/consideration _____ of **Rs.** _____ (_____) only free from all encumbrances.

AND WHEREAS:- The Purchaser has examined the title deed, porcha, Development Agreement & other Documents relating to the **SCHEDULE "A"** land said premises and satisfied with the title of the owner. The purchaser has also inspected the sanction building plan and satisfied the construction of the building and area of flat.

AND WHEREAS:- The Developer declared that Flat and Garage described in **SCHEDULE-B** together with proportionate share of land described in schedule A hereunder i.e. free from all encumbrances and the title of the land owners in respect of flat is marketable..

AND WHEREAS The Premises or Building known as "**TITLI APARTMENT**", 57 Panchanan Dey Road, Post Office- Jadavpur, Police Station – Jadavpur, Kolkata-700032, means a G+4 storied Building which has been constructed on the premises as per vide sanctioned Plan ID No **2022120049** Kolkata Municipal Corporation dated **22/06/2022**.

AND WHEREAS The purchaser therein verified all the authentic requisite documents in respect of the Second Schedule property on having satisfied intends to purchase a flat described morefully in the Second Schedule hereinafter measuring a super built up area of **Flat No.** _____ on the _____ **Floor**, of the

building, measuring more or less _____ **Sq.ft.** Super Built Up area and one Covered Garage measuring more or less _____ Sq.ft. with common facilities mentioned in the schedule 'B' of the said building mentioned property. Thus the present vendor becomes the owner in respect of all that a self contained flat having a super built up area **Flat No.** _____ on the _____ **Floor,** of the building, measuring more or less _____ **Sq.ft.** Super Built Up area and one Covered Garage measuring more or less _____ Sq.ft. with of the said building along with undivided proportionate share or interest on the land underneath the said building situated at the said premises along with undivided proportionate user right of all common areas and facilities with common utilities thereto the said building and premises and with undertaking to bear or pay all common utilities thereto the said building and premises and with undertaking to bear or pay all common expenses for all common purpose in the said building and thereafter the vendors has been possessing enjoying and occupying the same free from all sorts of encumbrances liens and attachments whatsoever nature or manner whatsoever.

AND WHEREAS The developer herein offered to sell his allocation said ALL THAT a self contained flat having a super built up area **Flat No.** _____ on the **Second Floor,** of the building, measuring more or less _____ **Sq.ft.** Super Built Up area and one Covered Garage measuring more or less _____ Sq.ft. of the said building along with undivided proportionate share or interest in the land at the said premises together with all right benefit, easements and delineated in the Map or plan annexed hereto and thereon bordered RED and for the consideration money of **Rs.** _____/- (_____) only free from all encumbrances charges liens, attachments, claimed, demands, whatsoever AND THE PURCHASER herein has inspected the sanctioned plan original title deed and verified & accepted the title of the developerin respect of the said property and have agreed to purchase the same from the developer AND also entered into an Agreement for sale.

NOW THIS DEED WITNESSETH that the developer herein shall sell and purchaser herein shall purchase free from encumbrances and liabilities whatsoever all that piece and parcel of a self contained residential flat situated on the super built up area **Flat No.** _____ on the _____ **Floor,** of the building, measuring more or less _____ **Sq.ft.** Super Built Up area and one Covered Garage measuring more or less _____ Sq.ft. in respect of total land measuring more or less 14.31 decimals or 8 Cottahs lying situated at Mouza-Rajapur, J.L.no.23, comprised in C.S. Dag no. 450/825, corresponding to R.S. Dag No. 505, area of land measuring 7.31 decimals of bastu land and comprised in C.S. Dag no. 455, corresponding to R.S. Dag No.510, area of land measuring 07 decimals of bastu land, being premises No. 57, West Rajapur Road, P.S.- Jadavpur, Kolkata-700032, Under Jurisdiction of Kolkata Municipal corporation ward No. 102. morefully particularly described in Second Schedule hereunder written together with undivided proportionate user right of all common areas and facilities with common utilizes and around the building at or for a total consideration of **Rs.** _____/- (_____) only.

AND IT IS FURTHER AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS:-

1. The Premises or Building known as **“TITLI APARTMENT”**, 57 Panchanan Dey Road, Post Office- Jadavpur, Police Station – Jadavpur, Kolkata– 700032, means a G+4 storied Building which has been constructed on the premises as per vide sanctioned Plan ID No **2022120049** Kolkata Municipal Corporation dated **22/06/2022**.
2. That the interest which the developer doth hereby to transfer submit and that they have good right full power, absolute and indefeasible title to grant convey transfer assign and assure Super Build Up area **Flat No.** _____ on the _____ **Floor**, of the building, measuring more or less _____ **Sq.ft.** Super Built Up area and one Covered Garage measuring more or less _____ Sq.ft. including undivided proportionate share or interest in the said land comprised in the said premises hereby granted, conveyed, transfer, assign and assure unto the purchaser in the manner aforesaid.
3. That the purchaser shall have full and absolute proprietary right upon Super Build Up area **Flat No.** _____ on the **Second Floor**, of the building, measuring more or less _____ **Sq.ft.** Super Built Up area and one Covered Garage measuring more or less _____ Sq.ft. such as the vendor derives from his title save and except that of demolishing or committing waste in respect of the schedule A property in any manner as to affect the other flat owners or the said undivided interest in the common properties and amenities.
4. That the vendor shall from time to time and act all times hereafter upon every reasonable request and at the costs of the purchaser may do acknowledge, executed and performed all lawful and reasonable acts, Deed conveyance, matter and things whatsoever for better or more perfectly assuring the said undivided proportionate share or interest in the land comprised in the said premises unto the purchaser in the manner aforesaid as shall of may be reasonably required.
5. That the said purchaser is to agree not to use the said flat or permit the same to be used for only purpose of residential which a nuisance can arise to the other flat owner who are quite separate from each other and they will be debarred from any immoral or illegal acts causing any disturbance or hazards position to the other flat owner and will be clearly restrained from storing any exclusive material or illegal things in the building or in the flat so possessed.
6. That the purchaser shall pay the proportionate share of taxes and other charges of the Kolkata Corporation until the names have been mutated in his name to the records of the Jadavpur B.L.& L.R.O and other authorities and gets apportionment of the said Flat. The purchaser shall also pay the maintenance charges proportionately of the building as is due and payable in respect of his flat.
7. That the undivided interest of the purchaser in all common areas and amenities

that has been acquired by this deed of sale as described in Schedule hereunder, shall remain joint with the other flat owners of the building until the same is alienated by the purchasers.

8. That the purchaser will have no right to obstruct for the other flat owners of the buildings. The purchaser shall be liable to pay service charges and other charges including his proportionate share in the Municipality Tax (till mutation is done in his/her/their name) and other outgoing and joint liabilities as per Schedule below.
9. That the purchaser is given liberty to complete fully the construction of the flat described in the Schedule below hereby conveyed to the purchaser, by setting doors, windows, fitting and makes also interior decorations therein as he likes, without any objection or opposition from the vendor and/or anybody on her behalf. But no alteration can be made which may effect in the elevation of the present building.
10. That the vendors/Developers will provide easy access to reservoirs electric meters, pump room, top roof and other common amenities. All the owner will equally remain joint user of the roof/terrace of the existing building.
11. That the vendors/Developers and purchaser or any person occupying his respective flat or flats under them or otherwise shall duly observe and perform all the rules and regulations relating to the protection management and maintenance of the said premises and the various portions thereof mentioned therein.
12. It is hereby agreed all the owners and/or occupier of the said premises shall care jointly the common areas and facilities and general maintenance of the said premises.
13. That all the parties shall be responsible for the payment of the maintenance charge of the respective portion or portions held/ owned by them.
14. That the purchasers shall not throw any rubbish or stone or any articles or any combustible goods in the common areas save to such extent and on such place or places, if any as may be specified and/or permitted by the one part or the society to be formed.
15. That the purchaser shall.
 - (a) Not do any civil alternation/drainage alternation without the written consent of the other flat owners.
 - (b) Not use other than the common passage and common portion strictly as required for the passage for ingress or egress from the said flat.

**BOTH VENDORS AND THE PURCHASER COVENANT WITH
EACH OTHER AS FOLLOWS:-**

1. Not to do any act or Deed or thing whereby either party is prevented from selling assigning or dealing with or disposing of any portion of this share in the said premises
 2. Not to do or permit to do of anything that may causing or is likely to causes any damage to the flooring or the ceiling or their respective floor or any other portion of the said premises.
 3. Not to store or keep or allow to be stored any article, things, materials and goods etc. outside their respective floor and other area of the premises which are in common use.
 4. Not to keep store in their respective floor any combustible of offensive smelling or heavy goods and articles which are likely to endanger the said premises or affect its load bearing limits.
 5. Not to cause any obstruction or hindrance or interference in freeingress or to and egress from the said premises for either of the parties and/or any person or persons claiming through them or any other occupations of the said premises.
 6. The purchaser shall not installed or affix any name plate, Board or Letter Box at any place other than the place specified for the purpose in the said building.
 7. The "said premises" referred to in Schedule is free and discharged from and against all manner of encumbrances whatsoever.
 8. The vendor has cleared all outgoing, taxes, levies etc in respect of the "said premises" referred to in Schedule and indemnifies the purchaser against any pending outgoing, taxes, levies etc before execution of these presents.
- (a) The purchaser shall have no claim except in respect of the said Flat and the said Undivided proportionate share or interest in the land below and underneath the building and the common parts, have as aforesaid all the open spaces roof, terraces, as provided for shall always remain the exclusive property of the vendor and shall have the absolute right to use, sell or transfer the same provided however (save and except such portions of the same that are comprised in the common parts and portions) and also to use enjoy hold and transfer the same to such person or persons as the vendor may think fit and proper.
- (b) Save as aforesaid the Purchaser shall use the drive in and / or entrances from the main road to the said building in common with the vendor and other authorized to do so.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the entire premises)

ALL THAT piece and parcel of total land measuring more or less 14.31 decimals or 8 Cottahs lying situated at Mouza-Rajapur, J.L. no. 23, comprised in C.S. Dag no. 450/825, corresponding to R.S. Dag No. 505, area of land measuring 7.31 decimals of bastu land and comprised in C.S. Dag no. 455, corresponding to R.S. Dag No.510, area of land measuring 07 decimals of bastu land, being premises No. 57, West Rajapur Road, P.S.-Jadavpur, Kolkata-700032, Under Jurisdiction of Kolkata Municipal corporation ward No. 102, This premises attached to Panchanan Dey Road and butted and bounded in the manner follows, that is to say .

ON THE NORTH : House Of Dipak Das.

ON THE SOUTH : 25 Feet Municipal Road.

ON THE EAST : House Of Swapan Das.

ON THE WEST : House Of Lalit Sardar

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Flat which is being conveyed)
(PART-I)

ALL THAT piece and parcel of a self contained residential “**Flat No. _____**” containing 02(Two) Bed Rooms, 1 (One) Drawing cum Dining Room, 1 (one) Kitchen, 1 (one) Bathroom, on the _____ **FLOOR**, having Tiles flooring of the Building/Block containing by admeasurements an area of more or less _____ **Sq.ft.** (Super Built-up) from Developer’s Allocation within Five Storied (i.e. G+4) Building commonly known as “ **TITLI APPARTMENT**” constructed erected and completed at the said Premises **TOGETHER WITH** the proportionate share or right in the common parts, portions, areas facilities and / or amenities comprised in the said building at the said Premises and also **TOGETHER WITH** the undivided indivisible proportionate share or right in the land comprised **ALL THAT** piece and parcel of total land measuring more or less 14.31 decimals or 8 Cottahs lying situated at Mouza-Rajapur, J.L.no.23,comprised in C.S. Dag no. 450/825, corresponding to R.S. Dag No. 505, area of land measuring 7.31 decimals of bastu land and comprised in C.S. Dag no. 455, corresponding to R.S. Dag No.510, area of land measuring 07 decimals of bastu land, being premises No. 57, West Rajapur Road, P.S.-Jadavpur, Kolkata-700032, Under Jurisdiction of Kolkata Municipal corporation ward No. 102 and attributable to the said Flat. And it is being delineated by the **RED** Border lines in the Map or plan attached herewith and the said Map or Plan be always treated as the part and parcel of this Deed.

(PART-II)
(Car Parking)

A Covered Car Parking Space being No. **CP** , measuring more or less **135** Sq.ft, Super Built Up Area, in the Ground Floor of the building constructed on the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common portion and facilities)

1. The Foundations, columns, beams supports, corridors, stairs, stairways landings, entrances, exists, pathways and roof of the building.
2. Drains and Sewers from the premises to the Municipality Duct.
3. Water sewerage and drainage connection pipes from the units to drains and sewers common to the premises.
4. Toilets in the ground floor of the premises for the use of the owners of the Ground Floor, drain ways, maintenance staff of the premises.
5. Boundary walls of the Premises including outer side of the walls of the building and main gates.
6. Tube well, water pump, overhead tanks, underground reservoirs, water pipes and other common plumbing installations and spaces required thereto.
7. Transformer, Electrical wiring, meters and fittings and fixtures for lighting the staircases, lobby and other common areas (excluding those as are installed for any particular unit) and spaces required thereof.
8. Windows, doors, grills and other fittings of the common areas of the Premises.
9. Water pump and Motor and its allied accessories and room.
10. Lift, Lift room.
11. Such other common parts areas equipments fixtures fittings covered and open spaces in or about the said premises and / or buildings are necessary for passages to use and occupancy of the units as are of necessity.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The purchaser shall be entitled to all rights privileges vertical and lateral easements, belonging to or in any way appertaining to the said Flat together with usually held used occupied or enjoyed or reputed or known as piece or parcel thereof or appertaining thereto which are hereinafter morefully

specified except and reserving unto the vendor the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the THIRD SCHEDULE hereto.

2. The right of access in common with the vendor and or other owners and occupiers of the said building at all material times and for all normal purposes connected with the use and enjoyed of the staircase, tube well if any and electrical installations etc.
3. The right of way in common as aforesaid at all material times and for all the purposes in connection with the reasonable use and enjoyed of the said Flat, path ways and comprised in the said Premises PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the purchaser or any person or persons deriving title under them their servants, agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the vendor entitled to such way as aforesaid along with such drive way and path ways as aforesaid.
4. The right of protecting the said Flat by or from all parts of the said building so far as they now protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or over the said building and the said premises so far as may be reasonably and necessary for the beneficial use and occupation of the said Flat for all the purposes whatsoever.
6. The right with or without workmen and necessary materials for the purchaser to enter from time to time upon the other common parts of the said building and the said premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the said Flat so far as such repairing or cleaning as aforesaid cannot be reasonably carried but without such entry and in all such cases upon giving eight hours previous notice in writing of their intention so to enter to the vendor and / or other persons properly entitled to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Common Easement and Right)

(The under mentioned rights easements and quasi easement privileges and appurtenances shall be excepted out of the sale and reserved for the vendor)

- 1) The right in common with the purchasers and other persons or persons entitled to the other part or parts of the said building including its installations and other passages.
- 2) The right of passage in common with the purchasers and other person or

persons as aforesaid of electricity water and soil from and to any part (other than the said flat) of the other part or parts of the said building through pipes, drains, wires, conduits lying or being under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.

- 3) The right of protection for other portion or portions of the said building by all parts of the said Flat so far as they now protect the same.
- 4) The right as might otherwise become vested in the purchasers by means of structural alternations to the said Flat otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the said building.
- 5) The right by the vendor and or occupier or occupiers of other part or parts of the said building for the purpose of free ingress in and egress out to and from such other a part or parts of the said building, the front entrances, staircase, electrical installation open and covered spaces and other common passages or paths of the said building.
- 6) The right with or without workmen and necessary materials to enter from time to time and upon the said Flat for the purpose of repairing so far as may be necessary for such pipes, drains, wires and conduit as aforesaid provided always the vendor and other person or persons shall give to the purchaser a prior forty eight hours notice of its intent on for such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Restrictions and obligations imposed in respect of the said Flat)

As from the date of possession of the said Unit, the Purchaser agree and covenant:-

- (a) To co-operate with the other co-purchaser/purchasers and the vendor in the management and maintenance of the said building.
- (b) To observe the rules frame from time to time by the vendor and upon formation of the Association or Co-operative Society.
- (c) To use the said Unit for residential purpose and for no other purposes whatsoever without the consent in writing to the vendor and not to use for any illegal or immoral purpose.
- (d) To allow the vendor with or without workmen to enter into the said Unit for the purpose of maintenance and repairs.
- (e) To pay and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for the said Unit and proportionately for the building and / or common parts / areas and

wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the vendor and upon formation to the Association or co-operative Society the case maybe such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat /Unit has been taken or not by the purchaser. The said amount shall be paid by the purchaser without raising any objection thereto regularly and punctually within 72 hours from the date of submission of the bills by the vendor and upon formation of the Holding Organization to sign Holding Organization.

- (f) To deposit the amounts reasonably required with the Vendor and upon formation with the Association or co-operative Society as the case may be towards the liability for the rates taxes and other outgoing.
- (g) To pay charges for electricity in or relating to the said Flat / Unit wholly and proportionately relating to common parts.
- (h) Not to do anything or prevent the vendor from making further or additional constructions and notwithstanding any temporary disruption in the purchaser enjoyment of the said Unit.
- (i) To maintain or remain responsible for the structural stability of the said Unit and not to do anything which has the effect or affecting the structural stability of the building.
- (j) Not to store or bring and allow to be stored and brought in the said Unit and goods of hazardous or combustible nature or goods which are so heavy as to effect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows doors floors etc. in any manner.
- (k) Not to do or cause anything to done is or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or any manner interfere with the use and rights and enjoyment thereof or ay open passages or amenities available for common use.
- (l) No the damage or demolish or cause to be damaged or demolished the said Unit or any part thereof at any time or the fittings and fixtures affixed thereto.
- (m) Not to install grills the design of which have not been suggested approved by the Architect.
- (n) Not to do or permit to be done any act or thing which may render void or make violable any insurance in respect of the said unit or any part of the said building or cause increased premium to be payable in respect thereof if the building in insured.

- (o) Not to make in the said Unit any structural additional and / or alterations such as beams columns, partition, walls etc or improvements of a permanent nature except with the prior approval in writing of the vendor and with the sanction of the Baruiapur Municipality or other concerned authority as and when required.
- (p) To make by such building rules and regulations as may be made application by the vendor before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and / or adhere to the building rules and regulations of such holding origination.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

- 1) All costs of maintenance, operations, repairs, replacement, services and white washing, painting, rebuilding, reconstructing, decorating of all other common areas / parts its fixtures fittings electrical wiring and equipments in under or upon the building enjoyment or used in common by the owners and occupiers of the building.
- 2) The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the said building accountant clerks, gardeners, sweepers, liftmen etc.
- 3) Expenses for supplied for common utilities electricity water charges etc payable to any concerned authorities and/or organization and payment of all charges incidental thereto.
- 4) Municipality and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any Flat or portion of land.
- 5) Costs and establishment and operation charges of the vendor or the Association or the Co-operative society relating to common purpose.
- 6) All such other expenses and outgoings as are deemed by the vendor and/ or the Association or Co-operative Society to be necessary for or incidental thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, months and year first above written.

WITNESSES:- 1.

SIGNATURE OF THE VENDORS

Sri Santi Ranjan Chatterjee, Sri Sanjib Chatterjee, Smt. Minu Chattopadhaya, Smt. Swapna Dey, Smt. Lina Banerjee, Smt. Mousumi Mukherjee, Smt. Supriya Chakraborty & Smt. Suchitra Mukherjee, Represented by their constituted Attorney

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by:-

Tahaj Uddin Laskar.
Advocate
Baruipur Civil Court. F-
885/925/08

Computer Type by :

Bishal Laskar, Baruipur, Kol.- 144

SRISTI
Souvik Kalita,
Partner