

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the _____ day of _____, **TWO THOUSAND AND TWENTY-FOUR(2024)**.

-BETWEEN-

SMT. SAYANTANI BHATTACHARYA, (PAN No. BWRPB9871N)(AADHAR No. 3608 9182 82L9), wife of Sri Arup Bhattacharya, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 1/33A, Bijoygarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032, West Bengal, hereinafter called and referred to as the "**OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and/or assigns) of the **ONE PART**.

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The Owner is represented by her Constituted Attorney namely **M/S. TRANOUIL UTOPIA, (PAN No. AAJFTS92OF)**, a Partnership Firm, having its office at C/267, Survey park, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 7000ZS, represented by its Partners namely **(1)SRI PARITOSH SHIL, (PAN No. AYWPS6938D)(AADHAAR No. 4872 1218 3349)**, son of Sri ParimalShil, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 28/117, Mukundapur, Block C-2/1 & 2, Flat No.2/4, Post Office - Kalikapur, Police Station - PurbaJadavpur, Kolkata - 700099 and **(2)SRI ARUP BHATTACHARYA, (PAN No. AORPB6492G) (AADHAAR No. 4049 S175 8383)**, son of Sri BakulChaadra Bhattacharya, by Faith - Hindu, by Nationality - Indian, by Occupation - Medical practitioner, residing at 1/33A, Bijoygarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032 by virtue of a Development Agreement together with Development Power of Attorney dated 10th January, 2020, registered in the office of District Sub-Registrar - V, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1630-2020, Pages from 19368 to 19442, being No. 163000437 for the year 2020 according to the terms and conditions contained therein.

AND

M/S. TRANOUIL UTOPIA, (PAN No. AAJFTS92OF), a Partnership Firm, having its office at C/267, Survey park, Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 7000ZS, represented by its Partners namely **(1)SRI PARITOSH SHIL, (PAN No. AYWPS6938D)(AADHAAR No. 4872 1218 3349)**, son of Sri ParimalShil, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 28/117, Mukundapur, Block C-2/1 & 2, Flat No.2/4, Post Office - Kalikapur, Police Station - PurbaJadavpur, Kolkata - 700099 and **(2)SRI ARUP BHATTACHARYA, (PAN No. AORPB6492G) (AADHAAR No. 4049 S175 8383)**, son of Sri BakulChaadra Bhattacharya, by Faith - Hindu, by Nationality - Indian, by

Occupation - Medical practitioner, residing at 1/33A, Bijoygarh, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032, West Bengal, hereinafter referred to as the “**DEVELOPERS**” (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 **OTHER PART**.

-AND-

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART.**

WHEREAS :-

1. By virtue of a Deed of Conveyance registered before the office of the Additional District sub Registrar at Alipore and recorded in Book No. I, Volume No. 8, Page from 58 to 84, being No. 0440 for the year 1939, Sri Debendra Nath Sarkar sold and transferred **ALL THAT** piece and parcel of land measuring about 128.40 decimals lying and situated at Mouza - Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Sub-Registry office at Alipore, Police station - Jadavpur then

Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas to the Sub-Urban Agriculture Dairy & Fisheries Pvt. Ltd.

2. The Sub-Urban Agriculture Dairy & Fisheries Pvt. Ltd., became the sole & absolute owner of **ALL THAT** piece and parcel of land measuring about 128.40 decimals lying and situated at Mouza _ Chak Garia, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Sub-Registry office at Alipore, Police station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas.
3. Thereafter one Partition Suit was filed before the Ld. 2nd Civil Judge Sr. Division at Alipore being Partition Suit No. 95 of 1939 in respect of the aforesaid property with the other co- sharer of the said property.
4. The said Partition Suit No. 95 of 1939 transferred was before the Ld. 3rd Civil Judge Sr. Division at Alipore and the Partition Suit was renumbered as 16 of 1941.
5. The said Suburban Agriculture Dairy & Fisheries Private Limited got the decree on 02/01/1943 and became the absolute owner of the aforesaid property having absolute seized and possessed the same well and sufficiently.
6. By virtue of a Bengali Deed of Sale dated 26/05/1976, registered before the office of the Additional District Sub Registrar at Barasat and recorded in Book No. I, being No. 631 for the year 1976, the Sub-Urban Agriculture Dairy & Fisheries Pvt. Ltd sold and transferred the land measuring 86 (Eighty Six) Bighas 15 Cottahs in Dag No. 1, lying and situated at Mouza _ Chak Garia, Pargana - Khaspur, comprising

in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Sub-Registry office at Alipore, Police station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas to Rathin Bardhan, Chittaranjan Kundu along with 10 others.

7. Thereafter the said Rathin Bardhan, Chittaranjan Kundu, along with 10 other co-sharer of the aforesaid landed property to avoid future litigation amongst themselves partition their landed property mutually on 31/05/1976 through a partition Deed, which was duly registered at the office of the Sub-Registrar at Alipore.
8. By virtue of the aforesaid Partition Deed, the said RathinBardhan became the absolute sole owner of 11 (Eleven) Bighas of land in Dag No. 1, as "Kha" schedule in the said partition Deed and is separately marked as plot No. "J" in the said partition Deed.
9. By virtue of a Deed of Sale which was duly registered in the office of the Additional District Sub Registrar at Barasat and recorded in Book No. I, Volume No. 19, Page from 277 to 278, being No. 977 for the year 1976, said RathinBardhan sold and transferred the area of land measuring about 1 (One) Bigha 06 (Six) cottah more or less out of his total land measuring about 11 (Eleven) bighas lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station -Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar in the District 24 - Parganas now District South 24 - Pargaras in favour of Smt. SantilataBasu.
10. Hence, Smt. SantilataBastu became the absolute and sole owner of land measuring about 01 (One) Bigha 06 (Six) Cottah more or less, lying and situated at Mouza - ChakGaria, Pargana - Khaspur,

comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas and enjoying the absolute right, title, interest and possession over the said landed property.

11. By virtue of a Bengali Deed of Sale dated 27/06/1977, which was duly registered in the office of the District Sub- Registrar at Alipore and recorded in Book No. I, Volume No. 122, Pages from 81 to 87, being No. 4166 for the year 1977, Smt. SantilataBastu sold, transferred andan area of land measuring 07 (Seven) Cottahs lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, in the District 24 - Parganas now District South 24 - Parganas in favour of Smt. Gita Nag.
12. In the manner aforesaid, the said Smt. Gita Nag became the absolute and sole owner of the said land measuring about 07 (Seven) Cottahs more or less and enjoying the absolute right, title, interest and possession over the said plot of land by constructing a tile shed structure thereon measuring about 100 sq. ft. more or less, lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, under Police Station - Jadavpur then Kasba thereafter PurbaJadavpurnolvPanchasayar, in the District 24 - Parganas now District South 24 - Parganas.
13. While having peaceful seized and possession the aforesaid plot of land, the said Smt. Gita Nag mutated her name in the assessment records of the Calcutta Municipal Corporation now the Kolkata Municipal Corporation as absolute sole Owner in respect of the said plot of land,

subsequently the said Corporation have renumbered the said land and presently known as K.M.C. Premises No. 1827, ChakGaria, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas and paying the rates and taxes to the concerned authority under Assessee No. 31-109-03-1827-9 regularly and punctually.

14. By virtue of a Deed of Conveyance which was duly registered in the office of the D.S.R. - III, at Alipore and recorded in Book No. I, C.D. Volume No. 5, Page from 19S3 to 1969, Being Deed No. 02340, for the year 2013, Smt. Gita Nag sold and transferred the land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, ChakGaria, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now ..4 Panchasayar, within the jurisdiction of District South 24 - Parganas in favor of Sri Bakul Chandra Bhattacharya.
15. Sri Bakul Chandra Bhattacharya became the sole and absolute owner of ALL THAT piece and parcel of land measuring about 07 (Seven) Cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, ChakGaria, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas,

free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

16. By a Deed of Gift dated 19th December, 2014, registered in the office of D.S.R. - III, at Alipore and recorded in Book No. I, C.D. Volume No. 23, Pages from 4147 to 4163, being No. 10174 for the year 2014, Sri Bakul Chandra Bhattacharya gifted and transferred ALL THAT piece and parcel of land measuring about 07 (Seven) Cottahs more or less, along tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated a Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal corporation, at and being K.M.C. Premises No. 1827, ChakGaria, under Ward No. 109, police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, within the jurisdiction of District South 24 Parganas, together with common path and passage, unto and in favor of his son Sri Arup Bhattacharya.
17. By way of aforesaid Deed of Gift, the said Sri Arup Bhattacharya became the sole and absolute owner of ALL THAT piece and parcel of land measuring about 07 (Seven) cottahs more or less, along with tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, ChakGaria, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, free from all sorts of encumbrances.
18. Due to widening of the road, the concerned authority has acquired some portion of land in the aforesaid property and hence, presently

the land measures about 06 cottahs 04 chittacks 15 sq. ft. be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, ChakGaria, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas and above mentioned land area has been under the absolute possession of the said Sri Arup Bhattacharya.

19. Sri Arup Bhattacharya having absolute seized and possessed in respect of ALL THAT piece and parcel of land measuring about 06 Cottahs 04 Chittacks 15 sq. ft. be the same a little more or less, along with R.T. tile shed structure thereon, measuring about 100 Square Feet more or less, lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, ChakGaria, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas and enjoying the absolute right, title and interest over the said plot of land along with structure thereon.
20. By virtue of a registered Deed of Gift dated 23/12/2019, which was duly registered in the office of the D.S.R. - V at Alipore and recorded in Book No. I, being No. 0078 for the year 2019, Sri Arup Bhattacharya gifted, transferred and conveyed his 50% of land measuring about 03 Cottahs 02 Chitacks 7.5 sq. ft. more or less along with R.T. tiles shed structure measuring 50 Square Feet more or less standing thereon,

out of his entire land measuring about 06 Cottahs 04 Chittacks and 15 Square Feet more or less, along with 100 Square Feet more or less of R.T. tiled shed structure standing thereon, lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 1827, ChakGaria, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas to his wife namely Smt. Sayantani Bhattacharya.

21. Smt. Sayantani Bhattacharya became the sole and absolute owner of ALL THAT piece and parcel of land measuring about 03 cottahs 02 chittacks 7.5 sq. ft. be the same a little more or less along with R.T. tiles shed structure measuring 50 sq. ft. more or less standing thereon, lying and situated at Mouza - ChakGaria, Pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. premises No. 1827, ChakGaria, under ward No. 109, police station - Jadavpur then Kasba thereafter PurbaJadavpur now Panchasayar, within the jurisdiction of District South 24 - Parganas, hereinafter referred to as the “**said Premises**” and more fully and particularly described and mentioned in the **First Schedule** hereunder written and enjoying the absolute ownership rights over the said property, without any kind of hindrance, objection, obstruction, interference, lispenden, requisition, acquisition, mortgage, trusts, claim and/or demand whatsoever or howsoever from any corner.

22. The Owner and the Developer herein have entered into Development Agreement together with Development Power of Attorney dated 10th January, 2020, registered in the office of District Sub-Registrar – V,

Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1630-2020, Pages from 19368 to 19442, being No. 163000437 for the year 2020, for the purpose of construction of multi-storied building on the said Premises, according to the terms and conditions contained therein.

5. The Owners and the Developer pursuant to the Development Agreement duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the building **Sanction Building Plan No. 2021120457 dated 24-03-2022**, duly issued by Kolkata Municipal Corporation, in respect of the project known as **'ARUP RESIDENCY - I'**.

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

7. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **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 _____ along with garage / closed parking no. _____ admeasuring _____ square feet in the _____ situate at the Project known as **'ARUP RESIDENCY - I'**, hereinafter referred to as the said **"UNIT"** more particularly described in the **SECOND SCHEDULE** hereunder written, 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 units in the building at and for a total consideration of the said unit sum of **Rs. _____/-(Rupees _____)only.**

8. The said 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 Unit purchased **ALL THAT** the **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 _____ along with garage / closed parking no. _____ admeasuring _____ square feet in the _____, situate at the Project known as '**ARUP RESIDENCY - I**', 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 units 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 unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit 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 AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit.

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 Unit 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 Unit 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 Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit 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 use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or

anyone of them.

5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit 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 Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building 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 Unit 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 Unit 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 Unit Owners with or without workmen to enter into the said **UNIT 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 proportionately for the building and/or common parts/areas and wholly for the said **UNIT 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 Unit 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 **UNIT AND/OR UNIT** at a later date or the said **UNIT 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 Unit 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 **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- 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 **UNIT 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 **UNIT 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 **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii) NOT TO** do or cause anything to be done in or around the said **UNIT 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 **UNIT AND/OR UNIT** or adjacent to the said **UNIT 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 **UNIT 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 **UNIT 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** installs 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 **UNIT 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 **UNIT 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** 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.

- xxi) NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxii) 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 Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) 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.
- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) 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 **UNIT AND/OR UNIT**.
- xxvii) To pay** GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

THE FIRST SCHEDULE ABOVE REFERRED TO:
DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of land measuring an area of 03 Cottahs 02 chittacks 7.5 sq. ft. more or less along with R.T. tile shed structure measuring about 50 sq. ft. more or less standing thereon lying and situated at Mouza - ChakGaria, pargana - Khaspur, comprising in Dag No. 1, appertaining to Khatian Nos. 11 & 14, Touzi No. 56, J.L. No. 26, within the limits of the Kolkata Municipal Corporation, K.M.C. Premises No. 1827, Chak Garia, under Ward No. 109, Police Station - Jadavpur then Kasba thereafter Purba Jadavpur now Panchasayar, being Assessee No. 31-109-03-1827-9, under District Sub-Registrar office at Alipore, within the jurisdiction of District South 24 - Parganas, West Bengal, together with all sorts of easement rights over the adjacent common passage to the said property. It is butted and bounded in the following manner:

ON THE NORTH: By Vacant Land;

ON THE SOUTH: By 30' Feet Wide K.M.C. Road;

ON THE EAST: Vacant Land of Block No. J (part);

ON THE WEST: Vacant Land of Block No. J (part).

THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID UNIT)

ALL THAT the **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 _____ along with garage / closed parking no. _____ admeasuring _____ square feet in the _____, situate at the Project known as '**ARUP RESIDENCY - I**', 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 units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

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 **OWNER, DEVELOPER and**
PURCHASERS at _____ in the
presence of:

WITNESS:

1.

AS THE CONSTITUTED ATTORNEY HOLDER
SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

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.)
			TOTAL	_____ /-

(Rupees _____ **)only.**

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.

Deed prepared and Drafted by:-