

## DEED OF CONVEYANCE

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand

\_\_\_\_\_

### By and Between

(1) **SRI PROBIR CHANDRA MUKHERJEE**, (PAN: AQTPM0198C) son of Late Jibon Chandra Mukherjee, by faith: Hindu, by occupation: Service, by nationality: Indian, residing at F-39, Kamdahari, Santi Sarani, P.O: Garia, P.S: Bansdrone, Kolkata-700084; (2) **SRI TANMAY MUKHERJEE**, (PAN: ANIPM9396E) son of Late Tapan Chandra Mukherjee, by faith: Hindu, by occupation: Service, by nationality: Indian, residing at at F-39, Kamdahari, Santi Sarani, P.O: Garia, P.S: Bansdrone, Kolkata-700084; (3) **SMT. BHARATI MUKHERJEE**, (PAN: CMLPM1419C) wife of Late Samir Chandra Mukherjee, by faith: Hindu, by occupation: Service, by nationality: Indian, residing at at F-39, Kamdahari, Santi Sarani, P.O: Garia, P.S: Bansdrone, Kolkata-700084; (4) **SRI PIJUSH KANTI SAHA**, (PAN: JVAPS1593E) son of Late Hem Chamndra Saha, by faith: Hindu, by occupation: Service, by nationality: Indian, residing at F-40, Santi Sarani, P.O: Garia, P.S: Bansdrone, Kolkata-700084; (5) **SMT. CHANDANA SAHA**, (PAN: JDIPS7984D) daughter of Late Hem Chamndra Saha, by faith: Hindu, by occupation: Housewife, by nationality: Indian, residing at Flat - 8, Swapnaneer Apartment, F-49, Santi Sarani, P.O: Garia, P.S: Bansdrone, Kolkata-700084; (6) **SMT. MISHA PODDAR**, (PAN: FQIPP5596K) daughter of Late Hem Chamndra Saha by faith: Hindu, by occupation: Housewife, by nationality: Indian, residing at G-22/1 Baghajatin Pally, P.O: Garia, P.S: Bansdrone, Kolkata-700084; (7) **SRI ARNAB SAHA**, (PAN: CMKPS1844Q) son of Late Mitra Saha, by faith: Hindu, by occupation: Service, by nationality: Indian, residing at F-40, Santi Sarani, P.O: Garia, P.S: Bansdrone, Kolkata-700084 and (8) **SRI BISWARUP SAMADDER**, (PAN: AUQPS2353G) Late Sudhir Kumar Samadder by faith: Hindu, by occupation: Business, by nationality: Indian, residing at 164/A, Bidhan Pally, P.O: Garia, P.S: Bansdrone, Kolkata-700084 represented by their Constitute Attorney **M/S. TRIYA PENTERPRISE**, [PAN: AUQPS2353G] represented by its Sole Proprietor **SRI BISWARUP SAMADDER**, (PAN: AUQPS2353G) Late Sudhir Kumar Samadder by faith: Hindu, by occupation: Business, by nationality: Indian, residing at 164/A, Bidhan Pally, P.O: Garia, P.S: Bansdrone, Kolkata-700084, authorized vide Development Agreement and it's Power of Attorney dated 14th day of December, 2022 registered at the office of the District Sub-Registrar III,

South 24 Parganas and recorded in Book No: I, Volume No: 1603-2022, Pages from 632671 to 632689 bearing No: 160319833 of the year 2022 hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**;

AND

**M/S. TRIYA PENTERPRISE** [PAN: AUQPS2353G], a Proprietorship Firm, having its Office at 164/A, Bidhan Pally, P.O: Garia, P.S: Bansdrani, Kolkata-700084, represented by its Proprietor namely **SRI BISWARUP SAMADDER**, (PAN: AUQPS2353G) Late Sudhir Kumar Samadder by faith: Hindu, by occupation: Business, by nationality: Indian, residing at 164/A, Bidhan Pally, P.O: Garia, P.S: Bansdrani, Kolkata-700084 hereinafter referred to as the "**PROMOTER**" (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) of the **SECOND 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, \_\_\_\_\_, (Aadhar 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) of the **THIRD PART**;

[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, \_\_\_\_\_, (Aadhar 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) of the **THIRD PART**;

[OR]

**[If the Allottee is an Individual]**

Mr. / Ms. \_\_\_\_\_, (Aadhar 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) of the **THIRD PART**;

[OR]

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_, (Aadhar 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**.

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. One Rama Rani Debi Mukherjee wife of Late Jiban Chandra Mukherjee purchased a piece or parcel of Bastu Land measuring 2 cottahs 8 Chittaks together with a storied old building standing thereon there on situates at Mouza: Kamdahari within the limits of the Calcutta Municipal Corporation, Ward No: 111, Comprised in Touzi No: 14, J.L. No: 49, R.S. No: 200, C.S. Khatian No: 381, C.S. Dag No: 153, Police station - Tollygunge Now Regent park, R.S. Khatian No: 522, Pargana- Magura, in the District of South 24 Parganas by way of a Registered Sale Deed from the owner Sri Mohini Mohan Biswas Son Of Late Gopal Chandra Biswas at reasonable consideration being registered at A.D.S.R. Alipore and recorded in Book No.-I, Volume No. 15, Pages 258 to 261, Being No.737 for the

year 1971 and subsequently constructed a two storied Building over the said land at her own savings (Stridhan). She duly mutated her name in the record of B.L. & L.R.O. and Calcutta Municipal Corporation.

B. Said Rama Rani Debi Mukherjee transfer the entire property to her sons through a Settlement Deed registered at A.D.S.R. Alipore and recorded in Book No: 1, Volume No: 52, Pages from 301 to 313, Being No: 2148 for the year 1992, in the following manner:

1. Sri Probir Chandra Mukherjee allotted a flat measuring more or less 220 Square feet at Ground floor together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdroni, Mouza- Kamdahari, J.L. No.-49, C.S. Khatian No. 381, C.S. Dag No.-153, within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No: 27, Santi Sarani; Kolkata- 700084 of the land measuring 02 (Two) Cottahs 08 (Eight) Chittaks out of which his share 600 Square feet of Land.

2. Sri Samir Chandra Mukherjee allotted a flat measuring more or less 822 Square feet at First floor together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdroni, Mouza- Kamdahari, J.L. No.-49, C.S. Khatian No. 381, C.S. Dag No.-153,, within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084 of the land measuring 02 (Two) Cottahs 08 (Eight) Chittaks out of which his share 600 Square feet of Land.

3. Sri Tanmoy Mukherjee allotted a flat measuring more or less 510 Square feet at Ground floor together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdroni, Mouza- Kamdahari, J.L. No.-49, C.S. Khatian No. 381, C.S. Dag No.-153, within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084 of the land measuring 02 (Two) Cottahs 08 (Eight) Chittaks out of which his share 600 Square feet of Land.

4. Sri Saikat Mukherjee has been given Rs.2000/- (Two thousand) only.
  5. Sri Debjit Mukherjee has been given Rs.2000/- (Two thousand) only.
- C. Said Probir Chandra Mukherjee, Samir Chandra Mukherjee and Tanmoy Mukherjee duly mutated their names in the record of Kolkata Municipal Corporation for their respective share of property.
  - D. Said Samir Chandra Mukherjee was died intestate on 29th August, 2002 leaving behind him, his wife Smt. Bharati Mukherjee, son Sri Debasish Mukherjee and daughter Smt. Debasree Mukherjee as his legal heirs and successor.
  - E. Said Smt. Debasree Mukherjee and Sri Debasish Mukherjee transferred, conveyed and assigned and granted their share of flat measuring more or less an area of 548 square feet together with appurtenant undivided and importable share in land proportionate share and/or interest in the common portions, as be attributable to the said Flat lying and situated at District South 24 Parganas, Police Station- Bansdroni, Mouza- Kamdahari, J.L. No: 49, C.S. Khatian No. 381, C.S. Dag No.-153 within the limits of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 27, Santi Sarani; Kolkata- 700084; Assesse No. 311112010298 in favor of their mother namely Smt. Bharati Mukherjee by a Registered Deed of Gift dated 17th November 2006; registered in the Office of District Sub Register -I, South 24 Parganas and recorded in Book No. I, Volume No. 263, Pages from 6 to 87, being No: 160103553 for the year 2006.
  - F. Said Smt. Bharati Mukherjee duly mutated her name in the record of Kolkata Municipal Corporation for her respective share of property.
  - G. Said Smt. Bharati Mukherjee, Sri Tanmoy Mukherjee and Probir Chandra Mukherjee jointly execute "Deed of Exchange" on 2nd June 2017 which was registered in the Office of District Sub Register - I, South 24 Parganas and recorded in Book No: I, Volume No: 1601-2017, Pages from 47998 to 48026, being No: 160101612 for the year, 2017.
  - H. Said Smt. Bharati Mukherjee, Sri Tanmoy Mukherjee and Probir Chandra Mukherjee jointly became the owner of 2 (Two) storied

building measuring more or less 1552 square feet standing over the land measuring more or less 02 (Two) Cottahs 08 (Eight) Chittaks lying and situated at Mouza - Kamdahari, Police Station - Regent Estate now Bansdroni, J.L. No. 49, Touzi No. 14, R.S. No. 200, C.S. Khatian No.- 381, R.S. Khatian No: 522, Dag No. C.S. Dag No: 153, within the limits of the Kolkata Municipal Corporation, Ward No. 111, Premises No. 27, Santi Sarani; having its mailing address F 39, Kamdahari, Panchanantala, Kolkata-700084 Assesse No: 311112000270; in the District of South 24-Parganas.

- I. One Smt. Bula Nandi Purchased all that piece or parcel of land measuring 3 (Three) Cottahs more or less together with structure lying and situated at Mouza: Kamdahari, Pargana- Magura, J.L. No: 49, Touzi no. 14, R.S. No.200, comprised of Dag No. 153, 140, appertaining to Khatian No: 381 within the limits of Kolkata Municipal Corporation, Borough No. XI, Ward No: 111, under Police Station - Bansdroni from Mohini Mohan Biswas by virtue of a registered Bengali Deed of Sale dated 11th of June, 1969 register in the Office of Sub Registrar at Alipore and recorded in Volume No: 58, Book No. I, Pages 131 to 135, Being No. 2914 for the year 1969.
- J. Whereas said Bula Nandi sold, transferred, acquired all that piece or parcel of land measuring 3 (Three) Cottahs more or less together with structure lying and situated at Mouza- Kamdahari, Pargana- Magura, J.L.No.49, Touzi no. 14, RS.. No. 200 comprised of Dag No. 153, appertaining to Khatian No. 381, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, Ward No: 111, under Police Station - Bansdroni; in favour of Hem Chandra Saha by virtue of a registered Bengali Deed of Sale dated 12th of October, 1974 at the office of Sub Registrar office at Alipore and recorded in Volume No.142, Book No. I, Pages from 197 to 202 Being No. 5560 for the year 1974.
- K. Said Hem Chandra Saha died intestate on 21st March 1997 leaving behind Smt. Chandana Saha, Sri Pijush Kanti Saha, Smt. Misha Poddar, Smt. Rita Roy, Smt. Usha Rani Saha and Smt. Mitra Saha as his legal heirs.
- L. Said Usha Rani Saha died intestate on 07th October 2015 leaving behind Smt. Chandana Saha, Sri Pijush Kanti Saha, Smt. Misha Poddar, Smt. Rita Roy and Smt. Mitra Saha as her legal heirs.

- M. Said Mitra Saha died intestate on 11th December 2018 leaving behind Sri Arnab Saha as her legal heirs.
- N. Said Smt. Rita Roy sold, transferred, conveyed her undivided 1/5th Share i.e. 09 (Nine) Chittak 27 (Twenty Seven) Square Feet landed property more or less together with Undivided 100 sq.ft. more or less Tin shaded structure of out of total homestead land measuring 3 (Three) Cottahs more or less at Mouza: Kamdahari, Pargana- Magura, J.L.No: 49, Touzi no. 14, R.S. No. 200, comprised of C.S. Dag No. 153, appertaining to Khatian No.381, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, ward No: 111 at Premises No: 41, Shanti Sarani, Kolkata- 700084, Mailing Address – F 40, Kamdahari, Bidhan Pally, Panchanantala, under Police Station - Bansdrone in favour of Sri Biswarup Samadder son of Late Sudhir Kumar Samadder by virtue of a registered Deed Of Conveyance dated 14th of November, 2022 registered at the Office of District Sub Registrar at Alipore and recorded in Volume No: 1603-2022, Book No. I, Pages from 577225 to 577241 Being No: 160317924 for the year 2022.
- O. Said Smt Chandana Saha, Sri Misha Podder, Sri Pijush Kanti Saha, Sri Arnab Saha & Sri Biswarup Samadder duly mutated their names in the record of Kolkata Municipal Corporation.
- P. Said Smt Chandana Saha, Sri Misha Podder, Sri Pijush Kanti Saha, Sri Arnab Saha & Sri Biswarup Samadder jointly became the owner of all that piece and parcel of land measuring about 3 (Three) Cottahs more or less together with structure standing thereon lying and situated at Mouza: Kamdahari, Police Station - Regent Estate now Bansdrone, Pargana- Magura, J.L.No: 49, Touzi no. 14, R.S. No. 200, comprised of C.S. Dag No. 153, appertaining to Khatian No.381, presently within the limits of Kolkata Municipal Corporation, Borough No. XI, Ward No: 111 at Premises No: 41, Shanti Sarani, Kolkata-700084, mailing address F 40, Kamdahari, Bidhan Pally, Panchanantala, Kolkata-700084 Assesse No: 311112000414 in the District of South 24-Parganas.
- Q. Said Smt. Bharati Mukherjee, Sri Tanmoy Mukherjee and Probir Chandra Mukherjee owner of Premises No: 27, Santi Sarani; having its mailing address F 39, Kamdahari, Panchanantala, Kolkata-700084 Assesse No: 311112000270 and Smt Chandana Saha, Sri Misha Podder, Sri Pijush Kanti Saha, Sri Arnab Saha & Sri Biswarup Samadder owner of Premises No: 41, Shanti Sarani, Kolkata- 700084,

mailing address – F 40, Kamdahari, Bidhan Pally, Panchanantala, Kolkata-700084 Assesse No: 311112000414 amalgamate said two premises and the said premises has been renumbered and known as Premises No: 41, Shanti Sarani, Kolkata- 700084, mailing address F 40, Kamdahari, Bidhan Pally, Panchanantala, Kolkata-700084 Assesse No: 311112000414.

- R. **PROBIR CHANDRA MUKHERJEE, TANMAY MUKHERJEE, BHARATI MUKHERJEE, PIJUSH KANTI SAHA, CHANDANA SAHA, MISHA PODDAR, ARNAB SAHA** and **BISWARUP SAMADDER** are thus became the absolute and lawful owner of land lying and situated at 41, Santi Sarani (Mailing Address: F 40, Kamdahari Bidhan Pally, Panchanantala), under Dag No: 153, Khatiyani No: 381, Mouza: Kamdahari, J.L. No: 49, P.O: Garia, P.S: Bansdrani, Kolkata: 700084, within the limits of Ward No: 111, Borough No: XI, Kolkata Municipal Corporation admeasuring 5 Cottahs 8 Chittaks or 367.893 square meters ("Said Land") by virtue of succession.
- S. The Owner and the Promoter have entered into a Development Agreement and it's Power of Attorney dated 15th day of December, 2022 registered at the office of the District Sub-Registrar III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2022, Pages from 630856 to 630903 bearing No: 160319832 of the year 2022.
- T. The Owners/Promoter caused to be obtained various permissions approvals and/or consents for undertaking a Building named "VIDHU" on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan No: Plan No: 2023110148 dated 08.08.2023 (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.
- U. The Promoter has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having Registration No: \_\_\_\_\_ dated \_\_\_\_\_.
- V. Pursuant to Application made by the Allottee dated \_\_\_\_ and the Promoter granted allotment by a Booking Confirmation Letter dated \_\_\_\_\_ was issued to the allottee. Thereafter by an Agreement for Sale dated \_\_\_\_\_ and recorded in Book No: I , Volume No.\_\_\_\_ , Pages \_\_\_\_\_ to \_\_\_\_\_ , Being No.\_\_\_\_ for the year \_\_\_\_\_ the Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Unit



No..... on the .... floor of Type - ..... the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring ..... Sq. Ft. carpet area corresponding to \_\_\_\_\_ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to ..... Sq. Ft. Super Built-up area TOGETHER WITH the Right to use ..... Dependent/Independent car(s) parking Space more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs..... (Rupees ..... only) more fully described in the THIRD SCHEDULE hereunder written.

W. The Allottee has: -

- 1) Fully satisfied himself/herself/ itself as to the title of the Owners/Vendors and the right of the Promoters in respect of the said land.
- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Promoter.
- 3) Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
- 6) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Sale dated \_\_\_\_\_ and agrees to abide by it.
- 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
- 8) Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the

various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.

- 9) Structural stability of the Building.
- 10) Construction of the Building and the Unit.
- 11) The fittings and fixtures installed at the said Unit and the Building.
- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the Building.

X. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

**NOW THIS INDENTURE WITNESSETH** that pursuant to the said Agreement for Sale and in consideration of the sum of Rs. .... /-(Rupees .....only). of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said Unit No ..... on the .... Floor, Unit Type-\_\_\_ in the Building containing carpet area of \_\_\_\_\_ Sq.Ft corresponding to a built-up area of ..... Sq. Ft. be the same a little more or less corresponding to \_\_\_\_\_ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities as described in detail in Schedule-D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with

the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

**AND THE OWNERS /VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:**

- a. Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoters done or executed or knowingly suffered to the contrary the Owners/Vendors is or the Promoters are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoters.
- d. The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoters or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the

Promoters or any person or persons lawfully or equitably claiming as aforesaid.

- f. AND FURTHER THAT the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.
- g. The Owners/Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.
- h. The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

**AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTERS AS FOLLOWS:**

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.

- b. To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoters and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoters and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c. Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoters and/or any person or persons nominated, appointed and/or authorized by the Promoters for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(THE PROJECT)**

**ALL THAT** piece and parcel of land admeasuring 5 Cottahs 8 Chittaks or 367.893 square meters lying and situated at 41, Santi Sarani (Mailing Address: F 40, Kamdahari Bidhan Pally, Panchanantala), under Dag No: 153, Khatiyon No: 381, Mouza: Kamdahari, J.L. No: 49, P.O: Garia, P.S: Bansdroni, Kolkata: 700084, within the limits of Ward No: 111, Borough No: XI, Kolkata Municipal Corporation butted and bounded as follows:

On the North : 8.5 Feet Wide Common Passage  
On the South : F 38, Santi Sarani  
On the East : 20 Feet Wide K.M.C. Road  
On the West : 5.5 Feet Wide Common Passage

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

**ALL THAT** the Unit No.\_\_\_\_ on the \_\_\_\_ Floor of the Building admeasuring \_\_\_\_ Sq.Ft (Carpet Area/Chargeable Area) corresponding to \_\_\_\_ Sq.Ft (Built Up Area) and \_\_\_\_ Sq.Ft (Super Built Up Area) in the project named “**VIDHU**” under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally

bordered in **RED** and marked **ANNEXURE-2 Together with** the right to use \_\_\_ Car Parking Space Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.

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