

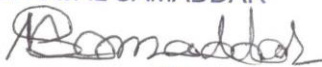
**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this the \_\_\_ Day of

\_\_\_\_\_ ' 2020 (Two thousand nineteen) Era

**BETWEEN**

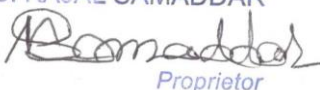
M/S. KAJAL SAMADDAR

  
Proprietor

**SMT. BITHI CHATTERJEE**, wife of Late Bankim Chandra Chatterjee, having Pan No – **AXJPC0016E**, by faith Hindu, by occupation Housewife, (b) **SRI SANDIP KUMAR CHATTERJEE**, son of Late Bankim Chandra Chatterjee, having Pan No – **AWCPC7213R**, by faith Hindu, by occupation Service, (c) **SMT. DEBJANI CHATTERJEE (GHATAK)**, wife of Sri Amit Kumar Ghatak, daughter of Late Bankim Chandra Chatterjee, having Pan No – **BMOPG2760C**, by faith Hindu, by occupation Housewife, (d) **SMT KABITA CHATTERJEE**, wife of Late Gopal Chandra Chatterjee, having Pan No **AZRPC9536D**, by faith Hindu, by occupation Housewife, (e) **SRI JOYDEEP CHATTERJEE**, son of Late Gopal Chandra Chatterjee, having Pan No **AHUPC7762J**, by faith Hindu, by occupation - Business, (f) **SRI CHANDRACHUR CHATTERJEE**, son of Late Gopal Chandra Chatterjee, having Pan No **BGRPC1142B**, by faith Hindu, by occupation Service all are by nationality Indian, residing at – 18(6) Vivekananda Road, P.O. Talpukur, P.S. Titagarh, Barrackpore, District North 24 Parganas, Kolkata - 700123, represent by constitute General Power Attorney Holder namely :- **MR. KAJAL SAMADDAR**, son of Late Rakhal Samaddar, having **PAN NO:- BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, P.O. Nona-Chandanpukur, P.S. Titagarh, Barrackpore, Dist: North 24 Parganas, Kolkata – 700122, sole proprietor of :- **“M/S. KAJAL SAMADDAR”** , having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Barrackpore, Dist: North 24 Parganas, Kolkata – 700122,, in the State of West Bengal hereinafter collectively referred to as the **VENDOR** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE FIRST PART.**

AND

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Proprietor

“**M/S. KAJAL SAMADDAR**” , having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Barrackpore, Dist: North 24 Parganas, Kolkata – 700122, being represented by its sole proprietor namely **MR. KAJAL SAMADDAR**, son of Late Rakhal Samaddar, having **PAN BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, P.O. Nona-Chandanpukur, P.S. Titagarh, Barrackpore, Dist: North 24 Parganas, Kolkata – 700122, in the State of West Bengal hereinafter referred to as “**THE DEVELOPER**” (which term expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said firm, its proprietor and his respective heirs Executors, Administrators, Representatives & Assigns) **OF THE SECOND PART.**

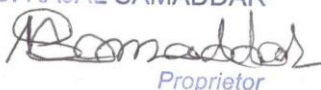
AND

1. \_\_\_\_\_, son of \_\_\_\_\_, by Faith Hindu, by Nationality Indian, by Occupation \_\_\_\_\_, having PAN No. \_\_\_\_\_ 2. \_\_\_\_\_, wife of \_\_\_\_\_, by Faith Hindu, by Nationality Indian, by Occupation \_\_\_\_\_, having PAN No. \_\_\_\_\_ both residing at \_\_\_\_\_, in the state of West Bengal. Hereinafter individually / jointly called **THE PURCHASER** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE THIRD PART.**

### **RECITAL**

WHEREAS all that piece and parcel of land measuring about more or less 56 decimal land (as per deed) under C.S. Khatian no. 1368, and R.S. khatian no. 1369 of Mouza - Chanak, P.S. - Titagarh, A.D.S.R.O. Barrackpore, District - North 24 parganas, were

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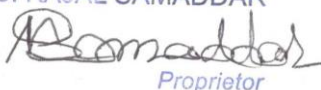
originally belongs to Sri Shibdas Chattopadhyay, son of Late Mahendra Nath Chattopadhyay, of Chanak - Anandapuri, P.S. - Titagarh, District - North 24 parganas, purchased from Sri Surendra Nath Ghosh and Sri Chandi Charan Ghosh, both are sons of Late Umesh Chandra Ghosh, of Chanak - Bahubazar, P.S. - Titagarh, District - North 24 parganas, by dint of registered deed of sale which was duly registered at the office of the Sub Registrar, Barrackpore, North 24 Parganas, being Book No. 1, Volume No. 10, pages from 82 to 84, being no. 632, for the year 1934, more fully and elaborately described in the said deed.

AND WHEREAS said Sri Shibdas Chattopadhyay recorded his name in the office of the Block Land and Land revenue office measuring about more or less 25.4 decimal in R.S. Dag No. 6632 under R.S. Khatian No. 1369 and measuring about more or less 27.6 decimal in R.S. Dag No. 6633, under R.S. Khatian No. 1369, of Mouza - Chanak, J.L. No. 04, Re. Su No. 39, Touzi No. 2998, pargana Kalikata, P.S. - Titagarh, under jurisdiction of Barrackpore Municipality, District - North 24 parganas.

AND WHEREAS said Sri Shibdas Chattopadhyay, son of Late Mahendra Nath Chattopadhyay, died in the year 1946 living behind his three sons namely Pratul Chandra Chatterjee, Bankim Chandra Chatterjee and Gopal Chandra Chatterjee as his legal heirs and successors in respect of aforesaid property and accordingly said Pratul Chandra Chatterjee, Bankim Chandra Chatterjee and Gopal Chandra Chatterjee possess the said property as per Hindu Succession Act' 1956 and jointly recoded their name in the office of the Block Land and Land Revenue office and paid rent taxes in their joint name.

And whereas said Bankim Chandra Chatterjee died on 28/05/1975 living behind his wife Smt. Bithi Chatterjee (Land Owner No. a) and one son namely Sri Sandip Kumar Chatterjee (Land Owner No. b) and one married daughter namely Smt. Debjani

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Chatterjee (Ghatak) (Land Owner No. c) as his legal heirs and successors in respect of his undivided share of property as per Hindu Succession Act' 1956.

AND WHEREAS said Pratul Chandra Chatterjee died on 06/03/1994 in unmarried condition living behind his brother Gopal Chandra Chatterjee as his only legal heir and successor in respect of his undivided share on aforesaid property, and accordingly said Gopal Chandra Chatterjee possess the said property by way of Hindu succession Act' 1956.

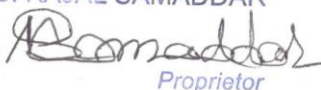
And thus the heirs and successors jointly paid rent taxes in their joint name.

AND WHEREAS said Gopal Chandra Chatterjee died on 20/07/2004 living behind his wife Smt. Kabita Chatterjee (Land Owner No. d), and two sons namely Joydeep Chatterjee (Land Owner No. e) and Chandrachur Chatterjee (Land Owner No. f) as his legal heirs and successors in respect of his undivided share of property as per Hindu Succession Act' 1956.

**AND WHEREAS** since then the Land Owners (Land owner no. a to f) became the absolute owners of the aforesaid property and recorded their names in R.S. Dag No. 6632 & 6633 under R.S. Khatian No. 1369, Modified Khatian No. 792, New Khatian No. 6575 measuring about more or less 25.4 & 27.6 decimal, totaling 53 decimal of Mouza - Chanak, J.L.No. 04, Re. Su No. 39, Touzi No. 2998, P.S. - Titagarh, under jurisdiction of Barrackpore Municipality, ward No. 12, holding no. 18 (6) Vivekananda Road, Barrackpore, District - North 24 Parganas, more fully and elaborately described in FIRST SCHEDULE hereunder written and they have been seizing, possessing and enjoying the same with full right, title and interest thereon.

**AND WHEREAS** said VENDOR desires to develop their entire premises by demolishing existing old structure and for that purpose they entered into a Development Agreement with the DEVELOPER on Dated 28.09.2016 herein which was duly

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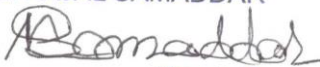
Registered at the office of the Additional District Sub-Registrar Barrackpore, North 24 Parganas, being Book No. 01, C.D. Volume No. 1505-2016, Pages from 111673 to 111709, being Deed No. 150504432, for the Year 2016 & also executed a power of attorney in the name of the Developer on dated 28.09.2016 which was also duly registered at the office of the Additional District Sub-Registrar Barrackpore, North 24 Parganas, being Book No. 01, C.D. Volume No. 1505-2016, Pages from 111976 to 111998, being Deed No. 150504465, for the Year 2016.

AND WHEREAS said Gopal Chandra Chatterjee during his life time purchased another plot of land measuring about more or less 01 katha 05 chhataks 05 square feet under C.S. Khatian No. 721, and R.S. Khatian No. 724 in C.S. Dag No. 880 corresponding to R.S. Dag No. 6634 (P) of Mouza - Chanak, P.S. - Titagarh, A.D.S.R.O. Barrackpore, District - North 24 parganas, purchased from Smt. Kadma Debi, wife of Late Chandra Mani Chowbey and others by dint of registered deed of sale which was duly registered at the office of the A.D.S.R.O. Barrackpore, being Deed No. 2219 for the year 1959.

AND WHEREAS after sad demise of said Gopal Chandra Chatterjee, the above mentioned land measuring about more or less 01 katha 05 chhataks 05 square feet under C.S. Khatian No. 721, and R.S. Khatian No. 724, in C.S. Dag No. 880, corresponding to R.S. Dag No. 6634(P) of Mouza - Chanak, P.S. - Titagarh, A.D.S.R.O. Barrackpore, District - North 24 parganas, divides into three equal share between his legal heirs and successors namely his wife Smt. Kabita Chatterjee, (Land Owner No. d) and two sons namely Joydeep Chatterjee (Land Owner No. e) and Chandrachur Chatterjee (Land Owner No. f) as per Hindu Succession Act 1956.

AND WHEREAS since then the Land Owners namely Smt. Kabita Chatterjee (Land Owner No d), Shri Joydeep Chatterjee (Land Owner No e), Shri Chandrachur Chatterjee (Land Owner No f) enjoys and possess and recorded the said land in R. S. Dag No. 6634(P) under R.S. Khatian No. 292, Modified Khatian No. 191, New Khatian No.

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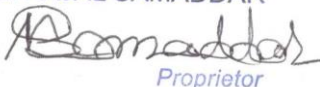
  
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6575 measuring about more or less 2.18 decimal, of Mouza - Chanak, J.L.No. 04, Re. Su No. 39, Touzi No. 2998, pargana Kalikata, P.S. Titagarh, under jurisdiction of Barrackpore Municipality, ward No 12, Holding No. 18 (6) Vivekananda Road, Barrackpore, District North 24 Parganas, more fully and elaborately described in FIRST SCHEDULE hereunder written and they have been seizing, possessing and enjoying the same with full right, title and interest thereon.

**AND WHEREAS** said Smt. Kabita Chatterjee (Land Owner No d), Shri Joydeep Chatterjee (Land Owner No e), Shri Chandrachur Chatterjee (Land Owner No f), again entered into a Development Agreement for above mentioned land measuring about more or less 01 katha 05 chhataks 05 square feet, on Dated 29.11.2018, with the DEVELOPER herein which was duly Registered at the office of the Additional District Sub-Registrar Barrackpore, North 24 Parganas, being Book No. 1, C.D. Volume No. 1505-2018, Pages from 156201 to 156233, being Deed No. 150505375, for the Year 2018, and also executed a Development Power of attorney on Dated 29.11.18, to the DEVELOPER herein which was duly Registered at the office of the Additional District Sub-Registrar Barrackpore, North 24 Parganas, being Book No. 1, C.D. Volume No. 1505 - 2018, Pages from 156259 to 156283, being Deed No. 150505377, for the Year 2018.

**AND WHEREAS** by virtue of the aforesaid both Development Agreement and both Development Power Attorney, the Developer is seized & possessed of or otherwise well a sufficiently entitled to Develop the said property measuring about more or less 58.18 decimal combined in R.S. Dag no. 6632, 6633, 6634 under R.S. Khatian No. 292, 1369, Modified Khatian No. 191, 792 , New Khatian No. 6575, 6576, of Mouza - Chanak, J.L.No. 04, Re. Su No 39, Touzi No. 2998, pargana Kalikata, P.S. - Titagarh, under jurisdiction of Barrackpore Municipality, Ward No. 12, Holding No. 18 (6) Vivekananda Road, Barrackpore, District - North 24 Parganas, and entitled to sell every part of the

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premises except landowners allocation as agreed and stated on Development agreements, more fully and elaborately described in FIRST SCHEDULE hereunder written.

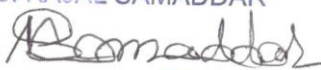
**AND WHEREAS** the Developer started construction of Building only on land more or less 20 katah i.e more or less 1338 sqmt., out of 58.18 decimal of land, on R.S. Dag no. 6632 and Dag No. 6634, R.S. Khatian No. 292, 1369, Modified Khatian No. 191, 792 , New Khatian No. 6575,6576, in consonance and conformity with the Building Plan sanctioned by the **Barrackpore Municipality** vide its Building Plan sanction **Memo No. 200/PS-GF/PL/BG Dated 24.11.2017**, hereinafter referred to as the said Plan consisting of several self contained Flats /Units /Shop Room /Office Space/ Garage etc.

**AND WHEREAS** as per sanctioned plan the Developer has constructed a **G+4 storied building** which has been named as “**CHATTERJEES**” and declared to sell the units on the basis of which being satisfied about the right, title interest and lawful possession of the Vendor and the constructional work of the Developer.

**AND WHEREAS** the Purchaser has agreed to purchase a self-contained **residential flat** being **Unit No. - “\_\_\_\_\_”** on the \_\_\_\_\_ **Floor** (\_\_\_\_\_ **Side**) having **Carpet Area \_\_\_\_\_ square feet (Super built up area \_\_\_\_\_ square feet)** for a total consideration of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only** and he/she/they entered into an agreement for purchase below mentioned **residential unit** on dated \_\_\_\_\_, with free from all encumbrances.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement the developer has completed the construction of the building and as well as the said unit of the Purchaser and in consideration of the sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only** paid by the **PURCHASER** to the **VENDOR** the receipt whereof the **VENDOR** hereby acknowledges the **PURCHASER** as beneficial owner does hereby grant convey, transfer, assign, assure unto the said **PURCHASER** free from

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all encumbrances the said **Unit No. \_\_\_\_\_**, together with Lift facility and right to use of the common two wheeler parking space in the Ground floor demarcated by the Developer with the other Residential unit owners in the said building together with the right to use the common passage and other common space of the property described in **FOURTH SCHEDULE** hereunder written ..

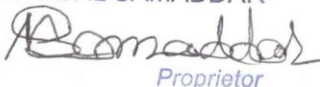
AND FURTHER that the **VENDOR** covenant with the **PURCHASER** her/their heirs, executors, administrators and assigns to save harmless indemnify and keep indemnified the purchaser her/their heirs, administrators or assigns from or against all encumbrances, charges or equity whatsoever and the **VENDOR** further covenant that it shall at request and cost of the purchaser, his/her/their heirs, executors, administrators or assigns, do or execute or cause to be done or executed all such lawful acts deed and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof according to the true intent and meaning of the DEED.

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

1. The undertaking of the Buyers to the Sellers that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers and the Buyers hereby accept the same and shall not raise any objection with regard thereto.

2. The undertaking of the Buyers to the Sellers that the right, title and interest of the Buyers are confined only to the Said Flat And Appurtenances and the Sellers are entitled to deal with and dispose off all other portions of the Said Premises and the Said Complex to third parties at the sole discretion of the Sellers, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to

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raise any objection.

3. The Buyers have measured the area of the Said Flat and is satisfied regarding the computation of the area as has no claims in respect thereof. Vacant, peaceful, satisfactory, acceptable, habitable and physical possession of the Said Flat And Appurtenances has been handed over by the Sellers to the Buyers, which the Buyers admit, acknowledge and accept.

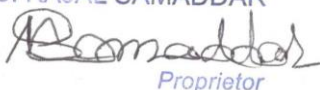
4. After getting delivery of possession of respective unit, the Purchaser is liable to pay further proportionate Municipality Tax, Water charges, Electric Bills, any other taxes and maintenance charges respective of his/her unit from his/her own and to the perspective authority.

5. The **PURCHASERS** will have full and absolute property right such as the **VENDOR** derive from its title save and except that of the demolishing or committing waste in respect of property so as to effect the **VENDOR** or other co-owners who have already acquired or may hereafter purchase or acquire proprietary rights in the said building.

6. The **PURCHASER** will also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any person or persons without the consent of the **VENDOR** or any other co-owners who may have acquired by the **PURCHASERS** under the terms of this conveyance.

7. The **PURCHASERS** undivided interest in the soil as more fully described in the **First Schedule** hereunder written shall remain joint for all times with the Vendor and /or other co-owner who may hereafter or hereto before have acquired right, title, interest in the land and in any flat car parking space and shop room in the said building, it being hereby declared that the interest in the soil is impartible.

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8. The PURCHASER is aware of the fact is that the building is on 1338 sqm land (more or less 20 katah) only as per Plan sanctioned by municipality, situated on R.S Dag no. 6632, 6634. The land situated on Dag No. 6633 is still to be developed. The entire land is under development power of the Developer and the developer is free to take decisions regarding development schedule. Developer is free and allowed to develop another multi storied apartment or anything (as per choice of Developer) on rest portion or on Dag No. 6633. In that case the area other than construction is common to both the apartments.

**THE VENDOR, DEVELOPER AND PURCHASER DOTH HEREBY JOINTLY AND SEVERALLY DECLARE AND COVENANT AS FOLLOWS:-**

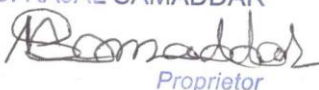
a) That the Developer has completed construction of the said unit wholly and the common parts proportionately and delivered possession to the Purchaser as the full and absolute owner thereof.

b) The Purchaser has not deposited any amount with the Vendor and the Developer on account of Sales Tax, Service Tax, G.S.T. or Maintenance and otherwise and agrees to make such deposit with the Company or Association specifically formed for this purpose.

c) The company and/or the Association upon being incorporated and taking over charge and management of the said Building will be entitled to frame the details Rules, Regulations, Bye-laws regarding use and enjoyment, the management and maintenance of the Unit and the Building and the same be binding on all Holders.

d) That until the formation of society or any association or company amongst the purchaser as stated hereinafter the purchaser shall permit the developer/confirming party

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and or the person or persons for the time being for management of the said building and its surveyors and agents with or without workmen and others at all reasonable time as to enter into and upon the said premises or any part thereon for the purpose of maintaining, rebuilding, cleaning freeing, closing, lighting and keeping in order and good condition all service, drains, pipes, cables, water covers, gutters, wires part structure belonging to do or serving or used for the said building and also for the pulling down, maintaining repairing, and testing drainage water pipes and electric wires and for similar and / or other purpose.

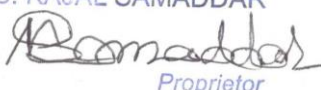
e) Until the unit of purchaser is separately assessed for mutation, the purchaser is liable to pay proportionate tax share as tax receipt provided to him/her in respect of total land. The Purchaser must apply for mutation for his/her unit from his/her own and own cost.

f) The Purchaser also liable to pay proportionate share of electric bills in the name of Building/developer/landowner until the Purchaser is provided with a separate electric connection in his/her name by concerning electric supply.. The Purchaser will be served with a separate sub meter during the course to calculate total spending and cost of electric for the unit. The Purchaser is liable to pay electric bill as per reading on his/her meter as well as per share of common meter reading on rate per unit prevailing at that time. As and when the electric supply provides transformer loading/residential electric connection for the building, the purchaser must apply for separate electric connection in his/her name from his own and own cost.

g) The Covenant stipulation and obligation required to be performed by the Purchaser upon taking over possession of the said Unit shall be deemed to be covenants and obligations running with the Land and the said Unit and shall always be binding on the Purchaser and/or its successor / successors including the person/persons in possession, use and enjoyment of such Building.

h) The Sellers are entitled to construct further floors on and above the top roof of the

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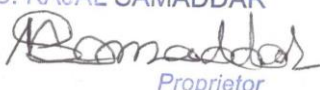
Said Complex and/or to make other constructions elsewhere in the Said Premises and the Buyers shall not obstruct or object to the same. The Buyers also admit and accept that the Sellers and/or employees and/or agents and/or contractors of the Sellers shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyers shall not raise any objection in any manner whatsoever with regard thereto.

i) The Buyers admit and accept that use of common passage in the Said Premises/Said Complex is common for ingress and egress for persons & materials connected with the construction and maintenance and other flat owners of the Said Complex and any other adjacent property and/or projects of the Seller and the Buyers hereby declare and undertake not to raise any objection of any and every nature in this regard.

j) **Extension/Addition:** The undertaking of the Buyers to the Sellers that notwithstanding anything contained in this Conveyance, the Buyers have no objection and shall under no circumstances have any objection to the Sellers (1) integrating/adding (notionally or actually) other properties/land to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing passages to future passages (2) extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions and other facilities (3) modifying the Sanctioned Plans, as may be necessary in this regard (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and easement of use over the Common Portions and other facilities and (5) granting all rights of user and easements over the Common Portions and other facilities to the Intending Buyers or other owners. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall in the Said Complex.

### **Further Construction**

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**Roof Rights:** The top roof of the Said Complex shall remain common to all residents of the Said Complex (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The Sellers shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to do any act, which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Complex.

**Measurement:** The Buyers have measured the area of the Said Flat and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

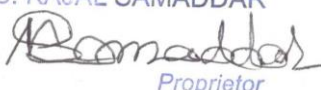
**Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Sellers, to accommodate their future plans regarding the Said Premises and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.

**Payment of Extras:** The Buyers regularly and punctually paying the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 an/or under the Co-operative Societies Act, 1983 (**Association**) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit as detailed in the Sale Agreement.

**THE FOLLOWING TERMS AND CONDITIONS WILL BE OBSERVED BY**

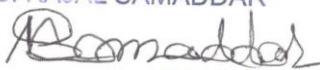
**THE PURCHASER :-**

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Proprietor

- (a) That the Purchaser shall maintain the unit hereby sold at his/her/their own cost in good condition.
- (b) The Purchaser shall keep the walls of the said unit and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tenable repair and conditions in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.
- (c) That the purchaser shall not use the unit for any purpose other than for **residential** purpose and shall not store or allow any excessive inflammable and combustible articles in the said **residential unit** and not to create any nuisance which may cause disturbances of the other occupiers. The purchasers are allowed to use unit for commercial like selling, teaching, official without prior permission of Society/Association/Maintanance Company to limit the entrance of outsiders.
- (d) The purchaser or his/ her/ their servants/ authorized persons/ agents shall not in any way obstructed or caused to be obstructed the common passages, landing areas, roofs or staircase of the property nor store therein any rubbish or other materials, goods or furniture nor shall do cause to be done or allow any act deed matter or things whereby the use and enjoyment of the common parts, the common amenities and common conveniences of the said property be in any way prejudicially affected or vitiated.
- (e) That the purchaser shall not keep nor store in the said premises any inflammable or combustible articles such as explosive, chemicals, films or any offensive articles such as hides or manures or food grain or any other articles giving an offensive smell nor shall the purchaser do any things which shall be constitute any nuisance or annoyance to the occupier of the other flats in the said building.
- (f) That the Purchaser shall not any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without prior approval of Developer's Architects and Engineers.

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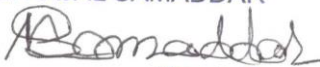
  
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- (g) The Purchaser, shall at his/her/their liberty to install and affix any name plate, board, letter box, signboard, hording and material of publicity inside and outside of the building other than the place specified for the purpose in the said building.
- (h) The purchaser shall install Air Condition or Dish T.V. at the outer wall of respective unit at his/her/their own risk, and supervision on subject to payment of cost and expenses for such installation or maintenance.
- (i) That the purchaser shall wait for individual electric connection until the **W.B.S.E.D.C.L.** or any other concerning authority arrange it for the building. The purchaser is not allowed put any pressure or force the Vendor or Developer related to individual electric connection for their individual unit till **W.B.S.E.D.C.L.** or any other concerning authority provide the same.
- (j) That the purchaser or his men and agent without the permission of Society/Association/Maintanance Company, have no right to use the ultimate roof or any common space of the building for the purpose of amusement or party or events or have no right to use loudspeaker, electrical fittings or other musical instruments of any kind for the purpose so as to create annoyance to the owners or occupiers of the flats comprised in the building.
- (k) The purchaser is only allowed to have pet dogs or any pets as for domestic living without disturbing the living of other occupiers and strictly prohibited to commercially store pets for reselling. The purchaser having pets are obstructed to allow them in common spaces including roof of the building.

**FORMATION OF SOCIETY / ASSOCIATION / MAINTANANCE COMPANY :-**

It is further agreed between the Seller and the Buyer that the Developer will form a Society or Association which may consist of all Flat owners/members or may handover

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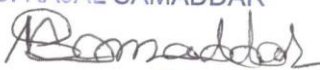
to a Maintenance Company/personal for the upkeep and maintenance of the said building and the common amenities mentioned in the “**Fourth Schedule**” .

Upon formation of Society/Association or Maintenance Company, the purchaser is liable to pay proportionate maintenance charges monthly as levied on the purchaser by the Society/Association/Management Company. Failing or denying in paying maintenance charges will result in providing no facilities of common amenities and stopping on providing common services to the Purchaser.

Job of Society/Association/Maintenance Company :-

- i) The Society/Association/Maintenance Company will take over all obligations with regard to management control and operation of all common portion of the building under the provision of law.
- ii) The Society/Association/Maintenance Company will perform all the jobs of erection, repair, washing, colouring, maintenance of common portions of the building.
- iii) The Society/Association/Maintenance Company will have the freedom of appointing security, sweeper, lift operator, pump operator, pest controller etc. as and when felt need.
- iv) The Society/Association/Maintenance Company will issue rules and regulations, which must be abide or maintained by all the Purchasers/Unit holders/members .
- v) Collection of maintenance charges for the purpose of service provided in respect of maintenance of the building in all respect.
- vi) The Society/Association/Maintenance Company must have the liberty in taking decisions regarding anything related to maintenance of the building. They are free to take decisions regarding erection, repair, washing, colouring, maintenance of common portions of the building as when felt needed.

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vii) The Society/Association/Maintenance Company must store funds from collection made from the Purchaser and must maintain an accounts regarding book keeping of records on income and expenses.

viii) The Society/Association/Maintenance Company is liable to receive service fees/income every month for the services rendered.

### Responsibility of Purchaser's towards The Society/Association/Maintenance Company

∴

i) Purchaser must abide by the rules and regulations formed by the The Society/Association/Maintenance Company.

ii) Purchaser must agree to the allotment or appointment made by the Society/Association/Maintenance Company.

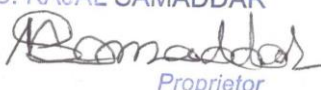
iii) Purchaser must not obstruct Society/Association/Maintenance Company personal to enter in building common spaces such as lobby, roof, lift room, common garage etc. and also allow to enter inside any unit of purchaser if in any case mandatory for maintenance.

iv) Purchaser must take permission of Society/Association/Maintenance Company for the purpose of arranging events, functions, programs in common spaces. In that case the Purchaser is liable to pay charges with security deposit for the same if levied to them by Society/Association/Maintenance Company.

v) Purchaser renting their property in that case Purchaser is/are liable to deliver documents of rentee before handing over respective unit to rentee. In case of reselling, the Purchaser must provide documents of buyers to The Society/Association/Maintenance Company.

vi) All unit holder must pay maintenance charges (as to be decided in maintenance authority) in time in respect of service provided i.e. within 10<sup>th</sup> of every month to the by Society/Association/Maintenance Company.

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vii) Purchaser must co-ordinate with all other purchasers and as well Society/Association/Maintanance Company for proper supervision of maintenance work.  
viii) Purchaser must abide by all further points, circulations, rules, regulations, acts to be implemented by the Society/Association/Maintanance Company in future, which haven't drafted in this deed.

**AND THE DEED FURTHER WITHNESSETH** that in consideration of the **PURCHASERS** having purchased the property mentioned in **THIRD SCHEDULE** below on the assurance and guarantee of the **Vendor** as to protection against any possible claim by any of its legal representatives, successors, or by any person or persons through under any of them; the **VENDOR** do hereby and hereunder agrees to indemnify and at all times keep indemnified the **PURCHASERS** against all such possible claim or demands by legal sanative or any person or persons claiming through under any of them in respect of the said property.

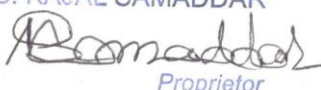
**AND THIS FURTHER WITHENSSETH** that the **DEVELOPER** doth hereby covenant with the **PURCHASERS** that they have not any time heretofore done, executed, performed or been a party or privy to any act, deed matter or things or whereby or by reason whereof any person has of may claim any right, title, or interest of whatsoever nature in the property conveyed by this deed.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the premises)

ALL THAT piece and parcel of revenue paying 'Bastu' land measuring about more or less **20 Katak (1338 sqm)** for project- Chatterjees (Part 1) out of 58.18 decimal land in **R.S. Dag No 6632, 6634** under R.S. Khatian No. 1369, and 292, Modified Khatian No. 792, 191, New Khatian No. 6575,6576, of Mouza Chanak, J.L.No 04, Re. Su No 39,

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Touzi No. 2998, P.S. Titagarh, under jurisdiction of Barrackpore Municipality, ward No 12, Holding No. 18 (6) Vivekananda Road, Barrackpore, P.O - Talpukur, Kolkata - 700123, which is butted and bounded as follows :-

ON THE NORTH:- 12ft. wide Municipal Rd & R.S Dag No. 6644 & 6645.

ON THE SOUTH:- 12ft. wide Municipal Road & R.S Dag No. 6630.

ON THE EAST:- Common Passage & R.S. Dag No. 6633.

ON THE WEST:- Eastern Railway Track.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE BUILDING)**

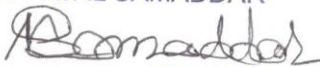
ALL THAT the building under name & style '**CHATTERJEES**' covering the Land measuring about more or less **20 cottha (1338 sqm)** for project (Part 1) out of 58.18 decimal land on the Ground Floor and consisting of a **Ground plus Four Floors** to be constructed on a portion of the said Premises and the said Land in accordance with the Plan duly sanction by the **Barrackpore Municipality**.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(THE UNIT)**

All that the Residential unit in or portion of the new Building being **Unit No – \_\_\_\_\_**, in the \_\_\_\_\_ **Floor** ( \_\_\_\_\_ side), measuring about more or less **Carpet Area \_\_\_\_\_ square feet** (Super build up area \_\_\_\_\_ **square feet** )consisting of **\_\_ Bed rooms, \_\_ Kitchen, \_\_ Drawing cum Dining, \_\_ Toilets, \_\_ Balcony** with lift facility in the New Building commonly known as "**CHATTERJEES**" at the said premises and

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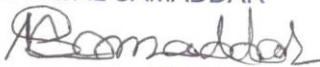
shown in the Plan annexed here to duly Bordered in **Red coloured** there on described and mentioned in the **SECOND SCHEDULE** here in above written together with proportionate undivided, un-demarcated, indivisible, impartible in the common area and installation attributable to the said unit and together with proportionate demarcated, in divisible, impartible share in the Land comprised in the said premises described and mentioned in the **FIRST SCHEDULE** here in above written together with the right of enjoying common facilities as mentioned in the **FOURTH SCHEDULE** and being agreed to pay the cost of maintenance of common services and facilities to be paid proportionately as mentioned in the **FIFTH SCHEDULE** is hereby sold and transferred in favour of the Purchaser/s. The annexed Plan will be the part & parcel of this Deed of Conveyance.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common areas and facilities)**

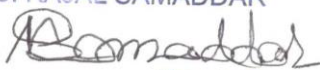
1. The entirety of the Land described in the First Schedule herein above written.
2. Staircase on all Floors.
3. Common lift for escalation of all floors.
4. Landing of staircases on all floors.
5. Common paths passages and areas excepting expressly such area on Land and Building as are not needed or held or intended for use by a particular person but including beams, foundations and supports.
6. Drive way, Path-Way and lobby on the Ground Floor.
7. Boundary Wall if any and Main Gates (If any).
8. Drainage and Sewage.

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9. All Electrical installation Electric Warring, meters, transformer if any, generator if any and fitting (excluding only those as are installed within the excluding area of any Unit and/or exclusively intended for its use).
10. Submersible pump for boring water.
11. Pump Room, Water Tank, on the Ground Floor and/or on the terrace, Water Pipes, Motor Pump and other common Plumbing installation (save only those as are within the exclusive area of any Unit and/or exclusively intended for its use).
12. The purchaser shall be use commonly the ultimate roof of the aforesaid building with other owners / occupiers.
13. Common garage at ground floor for parking one By-cycle and/or Two-wheeler for each unit/Flat owners.
14. all other common Parts, Areas, Equipments, Installations, Fittings, Fixtures, Space in or about the Building or the Land as are necessary for passage to or use and occupancy of the Units in common with other owners or occupiers of the Land and Building or portions there to whether at present or in future to be constructed in the Land or the Building but expressly excluding the terrace.
15. The foundation, beams support corridors, lobbies etc.
16. Windows, Doors and Grills and other fitting of the common area of the premises.
17. Intercom facilities for every flat owner.
18. Security room (if any) and CCTV installation.
19. Common toilet and common water point.
20. Community room for all flat owners / occupiers.
21. Temple of Lord Shiva at main entrance.

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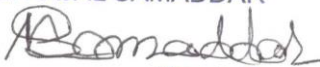
  
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**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**COMMON EXPENSES**

1. All costs of lighting and maintenances of common areas and also the outer walls of the building.
  2. The salary of the caretaker or security, if any is appointed.
  3. Insurance premium in respect of the building against riot, earth quake, fire lighting, mob violence etc.
  4. All charges and deposit for supplies of common utilities.
  5. Municipal taxes, khazna and other outgoing save and except those are separately assessed for the respective unit.
  6. Cost and charges of establishment for maintenance of the building, deposit money. The co-owners of the building shall form an Association/Society/ Company for the common purpose including taking over all obligation with regard to management control and operation of all common portion of the building.
  7. Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.
  8. The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.
- “ This agreement is in consonance with WBHIRA Act and WBHIRA Rules and the provisions have been duly taken care off. ”

M/S. KAJAL SAMADDAR

  
Proprietor

**IN WITNESS WHEREOF THE** parties have set and subscribed their respective hands and seal on the day month and year first above written.

Signed sealed and delivered at Barrackpore in presence of:-

**Witness:-**

1.

2.

Signature of the Constituted Power of Attorney Holder On Behalf Of the Vendors.

Signature of the Developer

**Drafted and Prepared by :-**

**Computer by**

Signature of the Purchaser

Kamal Roy Chowdhury  
Barrackpore, 24 Pgs(N).

  
Proprietor



**MEMO OF CONSIDERATION**

Received a sum of **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **) only**  
 from the Purchaser herein by the following manner :-

<u>Date</u>	<u>Cheque / Draft/ Cash</u>	<u>Bank &amp; Branch Name</u>	<u>Amount</u>
<b>Total -</b>			<b>/-</b>

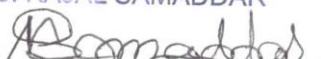
Witness:

1.

Signature of the Developer

2.

M/S. KAJAL SAMADDAR

  
 Proprietor