

D EED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of August , Two Thousand and Eighteen (2018) **BETWEEN 1) SANDHYA CHAKRABORTY, P.A.N. ACMPC2616E**, Wife of Late Anil Kumar Chakraborty, by Occupation- Retired Person, residing at Khas-mullick, Post Office- Dakshin Gobindapur, Police Station – Baruipur, District – South 24 Parganas Pin - 700145, presently residing at Village - Padmapukur (Paschim Salepur), Post Office and Police Station – Baruipur, District – South 24 Parganas, Pin - 700144, **2) SRI AVI CHAKRABORTY,**

P.A.N. AWSPC7324F, Son of Late Anil Kumar Chakraborty, by Occupation- Student, residing at Khas-mullick, Post Office- Dakshin Gobindapur, Police Station – Baruipur, District – South 24 Parganas, Pin- 700145, presently residing at Village- Padmapukur (Paschim Salepur), Post Office and Police Station – Baruipur, District – South 24 Parganas Pin- 700144, **3) SRI CHANCHAL KUMAR CHAKRABORTY, P.A.N. ACEPC8621P**, Son of Late Keshab Lal Chakraborty, residing at KhasMullick, Post Office- Dakshin Gobindapur, Police Station-Baruipur, Kolkata- 700145, District- South 24 Parganas, **4) SRI BARUN KUMAR CHAKRABORTY, P.A.N. ACYPC3508M**, Son of Late Keshab Lal Chakraborty, residing at Khas-Mullick, Post Office- Dakshin Gobindapur, Police Station-Baruipur, Kolkata- 700145, District- South 24 Parganas, all Sons of Late Keshab Lal Chakraborty, **5) SMT. PRATIMA CHAKRABORTY, P.A.N. AUMPC7197G**, Wife of Late Sunil Chakraborty, residing at KhasMullick, Post Office- Dakshin Gobindapur, Police Station-Baruipur, Kolkata- 700145, District- South 24 Parganas, **6) SRI AMIYA KUMAR CHAKRABORTY, P.A.N. AGOPC7880Q**, Son of Late Sunil Chakraborty, residing at KhasMullick, Post Office- Dakshin Gobindapur, Police Station-Baruipur, Kolkata- 700145, District- South 24 Parganas **7) SMT. SONALI MUKHOPADHYAY, P.A.N. ANUPM9683N**, wife of Gautam Mukherjee, residing at 36/7/1, Bhattacharjee Para Lane, Ramrajatala, Post Office- Santragachi, Police Station- Shibpur, District- Howrah, Pin-711104, all by faith- Hindu, hereinafter called the **“OWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed and mean to include their legal heirs, successor-in-interest, administrators, executors and assigns) being represented herein by their Constituted Attorney **MAYFAIR VILLA PRIVATE LIMITED**, having its Registered Office at 31, Shakespeare Sarani, Jasmine Tower, 6th Floor, Unit No.602 and 603 Post Office and Police Station – Shakespeare Sarani, Kolkata – 700017, being represented herein by its Director and Authorized Signatory **MR. RAHUL GUPTA, P.A.N. AECPCG0849R**, Son of Sri Shishir Kumar Gupta, by Religion - Hindu, by Occupation-Business, by citizen-Indian,

working for gain at '**JASMINE TOWER**' Sixth Floor, 31, Shakespeare Sarani, Post Office and Police Station-Shakespeare Sarani, Kolkata-700 017, vide Power of attorney dated 9th day of January, 2017 registered with the Office of the District- Sub-Registrar-IV, Alipore, South 24 Parganas and recorded in Book No. IV, Volume No. 1604-2017, Page from 411 to 430, being No. 160400021 for the year 2017 and also a Power of attorney dated 9th day of January, 2017 registered with the Office of the District- Sub-Registrar-IV, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2017, Page from 2766 to 2790, being No. 160400095 for the year 2017 of the **FIRST PART**.

AND

....., Daughter of, by faith-, by Citizen –....., by Occupation-....., residing at, hereinafter called the '**PURCHASER**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include her heirs, legal representatives, administrators, executors and assigns) of the **SECOND PART**.

AND

MAYFAIR VILLA PRIVATE LIMITED, P.A.N. AADCM1469R, a registered Company incorporated under the Indian Companies Act, 1956, represented herein by its Director **MR. RAHUL GUPTA, P.A.N. AECPG0849R**, Son of Sri Shishir Kumar Gupta, by Religion - Hindu, by Occupation-Business, by citizen-Indian, working for gain at '**JASMINE TOWER**' Sixth Floor, 31, Shakespeare Sarani, Post Office and Police Station-Shakespeare Sarani, Kolkata-700 017, hereinafter called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, executors, administrators and assignees) of the **THIRD PART**.

WHEREAS ALL THAT piece and parcel of land comprising with Mouza- Khas Mallick, J.L. No.35, Touzi No. 250 Police Station- Baruipur, in the District of 24 Parganas (South) under Dag No. 75, corresponding to R.S Khatian No. 168 containing and area of 86 satak out of the total area of 99 Satak, was belonged to Keshab Lal Chakraborty, Son of Late Sashibhusan Chakraborty who purchased the said properties from Menoka Bala Devi by two separate Registered Deed of Sale dated 07.02.1951 vide Book No. I, Volume No. 14, Pages from 232 to 235, being No.679 for the year 1951 and another Deed of Sale dated 27.04.1951 vide Book No. I, Volume No. 36, Pages from 197 to 199, being No.2628 for the year 1951 and also by virtue of another Deed of Sale dated 12.02.1952 from Kartick Chandra Dalui and while the said Keshab Lal Chakraborty had been enjoying and possessing the said properties free from all encumbrances he gifted, transferred and conveyed aforesaid properties in favour of his five sons namely 1) Sri Sunil Kumar Chakraborty, 2) Sri Anil Kumar Chakraborty, 3) Sri Barun Kumar Chakraborty, 4) Sri Mihir Lal Chakraborty and 5) Sri Chanchal Kumar Chakraborty by virtue of a Deed of Gift made in Bengali vernacular bearing the date of 12th day of March, 1969 corresponding to 28th day of Falgun, 1375. The said Deed of Gift was registered in the office of the Baruipur Sub-Registrar Office and recorded in Book No. I, Volume No. 22, Pages from 164 to 166 being No.1839 for the year 1969.

AND WHEREAS by a Deed of Sale dated 22.11.1962 the said 1) Sri Sunil Kumar Chakraborty, 2) Sri Anil Kumar Chakraborty, 3) Sri Barun Kumar Chakraborty, 4) Sri Mihir Lal Chakraborty and 5) Sri Chanchal Kumar Chakraborty purchased **ALL THAT** properties situated at Mouza – Khas Mullick, Police Station – Baruipur, under Dag No. 73, corresponding to R.S. Khatian No. 396 containing an area of 9 Satak from Dugdha Kumar Santra, vide Deed No. 10057 of 1962. The said Deed of Sale was registered in the Office of

the Sub-Registrar at Baruipur and recorded in Book No.1, Volume No.114, pages from 266 to 268, being No.10057 for the year 1962.

AND WHEREAS the said Mihir Lal Chakraborty died intestate on 29.02.84 after his death his share of property devolved upon his full blood mother Smt. Jyotirmoyee Chakraborty.

AND WHEREAS the said Smt. Jyotirmoyee Chakraborty transferred her share of land by way of executing a Deed of gift in favour of her son Sri Chanchal Kumar Chakraborty vide gift Deed No.5925 for the year 1993 registered in the office of Sub-Registrar office at Baruipur and recorded in Book No.-1 volume No.69, pages from 13 to 18, Being No.5925 for the year 1983.

AND WHEREAS for better enjoyment of the aforesaid property the said Anil Kumar Chakraborty instituted a partition suit in the Court of the Learned Assistant District Judge at Baruipur being Title Suit No.141 of 1989 impleaded therein the said Sunil Kumar Chakraborty as Defendant No.1, the said Barun Kumar Chakraborty as Defendant No.2, the said Jyotirmoyee Chakraborty as Defendant No.3 and the said Chanchal Chakraborty as Defendant No.4 for effecting the partition of the property as mentioned in the schedule therein which are as follows :-

SCHEDULE

District 24 Parganas, Police Station – Baruipur, Mouza- Khas Mallick in Dag No. 75, Khatian No. 168 measuring the Bastu Land .86 Decimals out of .99 Decimals.

District 24 Parganas Police Station – Baruipur Mouza Khas Mallick, in Dag No. 73 Khatian No. 396 area 9 decimal.

Total area of land .95 decimal.

AND WHEREAS the plaintiff got a preliminary decree of partition in respect of his 1/5th share and the defendant got 4/5th share of interest in the same by the order and decree dated 14th day of May, 1991 passed by Sri K.G. Roy, Learned Court of the Assistant District Judge at Baruipur.

AND WHEREAS the name of the aforesaid legal heirs of Keshab Lal Chakraborty duly recorded in the Settlement Records of Rights in the following manner :-

Dag No.	L.R. Khatian No.	Classification	Name of the Raiyat	Area (Satak)
75	14	Bastu	Anil Chakraborty	14
75	162	Bastu	Chanchal Kumar Chakraborty	14
75	210	Bastu	Jyotirmoyee Chakraborty	14
75	348	Bastu	Barun Kumar Chakraborty	14
75	433	Bastu	Mihir Chakraborty	14
75	597	Bastu	Sunil Chakraborty	15

Under Dag No. 73

L.R. Khatian No.	Classification	Name of the Raiyat	Area (Satak)
14	Bastu	Anil Chakraborty	2
162	Bastu	Chanchal Kumar Chakraborty	1
348	Bastu	Barun Kumar Chakraborty	2
433	Bastu	Mihir Chakraborty	2
597	Bastu	Sunil Chakraborty	2

AND WHEREAS the said Jyotirmoyee Chakraborty died on 24th day of July, 2010.

AND WHEREAS the said Sunil Chakraborty died intestate on 28th day of July, 2009 leaving behind him his wife Pratima Chakraborty, One Son Amiya Kumar Chakraborty and One daughter Sonali Mukhopadhyay, Wife of Gautam Mukherejee as his legal heirs and successors in respect of his share of property left by him.

AND WHEREAS the said Mihir Chakraborty died intestate as a bachelor.

AND WHEREAS the said 1) Sri Anil Kumar Chakraborty, 2) Sri Chanchal Kumar Chakraborty 3) Sri Barun Kumar Chakraborty, 4) Smt. Pratima Chakraborty, 4a) Sri Amiya Kumar Chakraborty, 4B) Smt. Sonali Mukhopadhyay were seized and possessed of and sufficiently entitled to as absolute owners of the said property comprising with **ALL THAT** piece and parcel of bastu land situated at Mouza – Khas Mullick, J.L. No.35, R.S. No. 190 , Touzi No.-250 under R.S. Khatian No.168 corresponding to R.S. and L.R. Dag No.75 measuring an area of 32.25 satak equivalent to 19 (Nineteen) Cottahs 8 (Eight) Chittacks 33 (Thirty three) Sq.ft. and R.S. Khatian No.396 corresponding to R.S. and under L.R. Dag No.73 measuring an area of 9 Satak equivalent to 5 (Five) Cottahs 7 (Seven) Chittacks 12 (Twelve) Sq.ft., being the total area 25 (Twenty Five) Cottahs more or less with structure standing thereon under within the limit of Hariharpur Gram Panchayat, Police Station – Baruipur, in the District of 24 Paraganas (South) and has been possessing and enjoying the said property free from all encumbrances by paying tax to the Gram Panchayat and in the office of the Settlement records of right in their own name.

AND WHEREAS the said 1) Sri Anil Kumar Chakraborty, 2) Sri Chanchal Kumar Chakraborty 3) Sri Barun Kumar Chakraborty, 4) Smt. Pratima Chakraborty, 4a) Sri Amiya Kumar Chakraborty, 4B) Smt. Sonali Mukhopadhyay were seized and possessed of and sufficiently entitled to as absolute owners of the said property comprising with **ALL THAT** piece and parcel of bastu land situated at Mouza – Khas Mullick, J.L. No.35, R.S. No. 190 ,

Touzi No.-250 under R.S. Khatian No.168 corresponding to R.S. and L.R. Dag No.75 measuring an area of 36 satak equivalent to 22 (Twenty Two) Cottahs more or less with structure standing thereon under within the limit of Hariharpur Gram Panchayat, Police Station – Baruipur, in the District of 24 Paraganas (South) and has been possessing and enjoying the said property free from all encumbrances by paying tax to the Gram Panchayat and in the office of the Settlement records of right in their own name.

AND WHEREAS the Owners/Vendors herein with the intention for better utilisation of the property and to make construction of a multistoried building, duly appointed Mayfair Villa Private Limited, a registered company, being the Confirming Party herein as Developer under the certain terms and conditions.

AND WHEREAS the said Developer considering the bonafide approach of the said Land Owners namely 1) Sri Anil Kumar Chakraborty, 2) Sri Chanchal Kumar Chakraborty 3) Sri Barun Kumar Chakraborty, 4) Smt. Pratima Chakraborty, 4a) Sri Amiya Kumar Chakraborty, 4B) Smt. Sonali Mukhopadhyay duly accepted the proposal and for maintaining good relation between the parties and for avoiding any dispute had entered into two separate Development Agreement for making construction of a multistoried building for better utilization of the property according to the building Plan sanctioned by the Hariharpur Gram Panchayat against the consideration mentioned therein in exchange of the said property both executed on 16th day of November, 2012 with the said Owners in respect of the said premises comprising with **ALL THAT** piece and parcel of bastu land situated at Mouza – Khas Mullick, J.L. No.35, R.S. No. 190 , Touzi No.-250 under R.S. Khatian No.168 corresponding to R.S. and L.R. Dag No.75 measuring an area of 32.25 satak equivalent to 19 (Nineteen) Cottahs 8 (Eight) Chittacks 33 (Thirty three) Sq.ft. and R.S. Khatian No.396 corresponding to R.S. and under L.R. Dag No.73 measuring an area of 9 Satak equivalent to

5 (Five) Cottahs 7 (Seven) Chittacks 12 (Twelve) Sq.ft., being the total area 25 (Twenty Five) Cottahs more or less with structure standing thereon which was registered in the Office of the District Sub-Registrar-IV at Alipore, South 24 Paragans and recorded in Book No.I, C.D. Volume No.32 Pages from 125 to 129, being No. 09027 for the year 2012 and further a notarized Agreement comprising with **ALL THAT** piece and parcel of bastu land situated at Mouza – Khas Mullick, J.L. No.35, R.S. No. 190 , Touzi No.-250 under R.S. Khatian No.168 corresponding to R.S. and L.R. Dag No.75 measuring an area of 36 satak equivalent to 22 (Twenty Two) Cottahs more or less with structure standing thereon, the said 47 Cottahs more or less land is within the limit of Hariharpur Gram Panchayat, Police Station – Baruipur, in the District of 24 Paraganas (South) and the said two agreement jointly shall hereinafter be referred to the said Development Agreement and fully described in the First Schedule below.

AND WHEREAS the said 1) Sri Anil Kumar Chakraborty, 2) Sri Chanchal Kumar Chakraborty 3) Sri Barun Kumar Chakraborty, 4) Smt. Pratima Chakraborty, 4a) Sri Amiya Kumar Chakraborty, 4B) Smt. Sonali Mukhopadhyay also executed two Registered Power of Attornies in favour of the abovenamed Developer hereto empowering them to do all acts, deeds and things in relation to causing development of the said land and for causing construction of a high rise building thereon and all acts, deeds and things related thereto for and on behalf of the Owners/Vendors. The said Power of Attorneys was registered in the Office of the District Sub-Registrar-IV at Alipore, South 24 Paragans and recorded in Book No. IV, C.D. Volume No.32 Pages from 1833 to 1849, being No. 09028 for the year 2012 and Book No. IV, C.D. Volume No.2 Pages from 3590 to 3606, being No. 01074 for the year 2012 respectively.

AND WHEREAS the said 1) Sri Anil Kumar Chakraborty, 2) Sri Chanchal Kumar Chakraborty 3) Sri Barun Kumar Chakraborty, 4) Smt. Pratima Chakraborty, 4a) Sri Amiya Kumar Chakraborty, 4B) Smt. Sonali Mukhopadhyay, the Owners therein through the abovenamed Developer/Confirming party with the intention to make construction of building, took sanction of Building Plan as per Building Permit No. 293/423/KMDA dated 11.02.2014 constructed the Ground Plus Four Storied Building and completed the entire construction in conformity with the Plan and approved by the Hariharpur Gram Panchayat, Baruipur, South 24 Parganas vide No. 70 dated 14.02.2014.

AND WHEREAS the said Anil Kumar Chakraborty died intestate on 14.07.2016 leaving behind him the following persons as his legal heirs and successors in respect to the estate left by him.

NAME OF THE LEGAL HEIRS	AGE	RELATIONSHIP WITH DECEASED
Sandhya Chakraborty	65	Wife
Avi Chakraborty	24	Son

Hence in pursuance to the Hindu Succession Act, 1956, the share of deceased Anil Kumar Chakraborty was devolved upon the abovenamed Sandhya Chakraborty and Avi Chakraborty, the Vendor Nos. 1 and 2, hereinabove.

AND WHEREAS the said 1) Smt. Sandhya Chakraborty and 2) Sri Avi Chakraborty, the Owner No. 1 and 2 herein executed a Registered Power of Attorney in favour of the abovenamed Developer hereto empowering them to do all acts, deeds and things in relation to causing development of the said land and for causing construction of a high rise building thereon and all acts, deeds and things related thereto for and on behalf of them. The said

Power of Attorney was registered in the Office of the District Sub-Registrar-IV at Alipore, South 24 Paragans and recorded in Book No. IV, Volume No. 1604-2017, Page from 411 to 430, being No. 160400021 for the year 2017.

AND WHEREAS the said 1) Smt. Sandhya Chakraborty and 2) Sri Avi Chakraborty along with the other Owners/Vendors also executed a Registered Power of Attorney in favour of the abovenamed Developer hereto empowering them to do all acts, deeds and things in relation to causing development of the said land and for causing construction of a high rise building thereon and all acts, deeds and things related thereto for and on behalf of the Owners/Vendors. The said Power of Attorney was registered in the Office of the District Sub-Registrar-IV at Alipore, South 24 Paragans and recorded in Book No. I, Volume No. 1604-2017, Page from 2766 to 2790, being No. 160400095 for the year 2017.

AND WHEREAS the Vendors as well as the Developer/Confirming party have decided to sell one complete self-contained residential flat, being No....., measuring super built-up area Square Feet more or less on the Third Floor, Tower-4 of the building situated at Mouza – Khas Mullick, J.L. No.35, R.S. No. 190, Touzi No.250, under R.S. Khatian No.168 corresponding to R.S. & L.R. Dag No.75, R.S. Khatian No.396 corresponding to R.S. & L.R. Dag No.73,75, L.R. Khatian No. 14,162, 210, 348, 433 and 597, Post Office- Dakshin Gobindapur, Police Station- Baruipur, Kolkata- 700145, District- South 24 Parganas, together with proportionate undivided impartible share of the land underneath of building of the First Schedule and also all rights of common area and common facilities as provided in the Building as well as right of ingress and egress through and over the ' Feet wide common passage with some terms and conditions, reserving the right of the Vendors, subject to right of further construction on the existing roof of the building, provided that the

Purchaser will have to pay the proportionate maintenance charges for the said flat of Third Floor in the said building of First Schedule.

AND WHEREAS the Purchaser herein after coming to know the intention of the Vendors as well as the Developer/Confirming party regarding sale of Flat No. of Third Floor of Second Schedule Flat has inspected all relevant deeds, documents, papers, rent receipts, tax receipts, sanctioned Plan, permit for construction, issued by Hariharpur Gram Panchayat and also being satisfied with the nature and construction of the building in First Schedule and also considering the common facilities and enjoyment as well as the existing passage for ingress and egress made approach to the Vendors to sell the said flat in Second Schedule.

AND WHEREAS the Vendors as well as the Developer/Confirming party considering the bonafide approach of the Purchaser, has agreed to sell to the Purchaser, one complete residential flat, being No..... measuring super built-up area Square Feet more or less on the Third Floor, Tower-4 of the building situated at Mouza – Khas Mullick, J.L. No.35, R.S. No. 190, Touzi No.250, under R.S. Khatian No.168 corresponding to R.S. & L.R. Dag No.75, R.S. Khatian No.396 corresponding to R.S. & L.R. Dag No.73, 75, L.R. Khatian No. 14,162, 210, 348, 433 and 597, Post Office- Dakshin Gobindapur, Police Station- Baruipur, Kolkata- 700145, District- South 24 Parganas, of the building in First Schedule and thus shown in the Plan annexed herewith and bordered '**RED**' for the Flat therein the Plans do form the part of this Deed and hereinafter called the said flat together with common area of the building, standing on First Schedule and all common rights for use entrance, stair, Lift, path, passage lobby necessary for the purpose of peaceful enjoyment of Purchaser's Flat and also the proportionate undivided impartible share of land underneath of the building in First Schedule with the undertaking to pay proportionate maintenance charges, jointly with other co-flat

owners for maintenance of building and also for enjoyment of common facilities, such as electricity, water and other common facilities, annexed with the Building, for the total consideration of Rs.16,23,000.00 (Rupees Sixteen Lakhs Twenty Three Thousand) only.

AND WHEREAS the Purchaser has already taken inspection of title to the said premises and sanctioned building plan and on being prima-facie satisfied as to the right, title and interest of the Owners in the said premises in regard to the right to cause construction of building on the said premises have entered into agreement for sale under certain terms and conditions stipulated in the said Agreement.

AND WHEREAS the Purchaser has paid full consideration money to the Vendors as well as the Developer in terms of the agreement concluded and have been delivered possession of the said flat by the Vendors as well as Developer.

AND WHEREAS at request of the Purchaser herein the Vendors and the Developer herein have now agreed to execute and register the Deed of Sale in respect of the said Flat **TOGETHER WITH** the proportionate undivided impartible and variable share in the land **TOGETHER ALSO WITH** the right to use and enjoy all common areas, parts facilities and amenities of the said Ground plus Four Storied building in the manner stated herein under.

NOW THIS INDENTURE WITNESSETH

That in pursuance of the Agreement and in consideration of Rs. 16,23,000.00 (Rupees Sixteen Lakhs Twenty Three Thousand) only for the said flat fully paid by the Purchaser to the Confirming party on or before execution of these presents (the receipt whereof the Confirming party doth hereby release to the Purchaser's flat in Second Schedule together with the proportionate undivided impartible share of land in First Schedule and the interest of common areas etc. forever) the Vendors do

hereby grant, transfer, sell, convey, assure and assign unto the Purchaser **ALL THAT** the said area, being Flat No....., measuring super built up area Square Feet more or less on the Third Floor at Tower-4 of the building morefully and particularly described in the Second Schedule below, **TOGETHER WITH** undivided proportionate impartible share of land underneath of building in First Schedule and the proportionate undivided share of land underneath with the interest of common area and common passage, staircase, Lift, tubewell, drains, sewers, water pipes and all other fixtures and equipments of common utility and common paths and passages appertaining to the said building specifically mentioned in Third Schedule below and properties appurtenances thereto **AND** reversion or reversions, remainder or remainders and the rent issues and profits of and in connection with the said flat and the properties appurtenances thereto **AND** all the estate, right, title, interest, property claim and demand whatsoever of the Vendors hereto into out of or upon the said flat and the properties appurtenances thereto **TO HAVE AND TO HOLD** the said flat appurtenances thereto hereby granted, conveyed, transferred, assigned and assured and every part thereof respectively **TOGETHER WITH** the Vendors and its rights unto the Purchaser hereof free from all encumbrances, save those expressly mentioned herein **SUBJECT EXCLUSIVELY** to the payment of the proportionate share of apportioned liability for Municipal Taxes, Insurance premium for the said building and the monthly maintenance charges and the right of Vendors in respect hereof as reserved by the Agreement for purchase or by these presents and subject nevertheless to the easements or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the

said flat in Second Schedule **AND** subject also that the Purchaser hereto will as owner of the said flat which are hereby sold, transferred, conveyed and assigned as an indefeasible estate and shall not be sub-divided or partitioned by meates and bounds the same or any portion herein any manner whatsoever **TOGETHER WITH** the right of using of staircase, lift, entrance, electrical, plumbing and other installations for common utility, main entrance and other common facilities, commonly with the Vendors and/or other owners and occupiers of the said building, for the purpose of access to the from the main road **EXCEPTING AND RESERVING UNTO** the Vendors such easement or quasi-easement right and privileges annexed with the building in First Schedule.

THAT THE VENDORS AND CONFIRMING PARTY DOTH HEREBY COVENANT WITH THE PURCHASER HERETO AS FOLLOWS :-

1. That the Vendors do hereby declare that It has good, valid and marketable title and absolute authority to grant, transfer and sell the flat in Second Schedule together with undivided proportionate share of land underneath of building in First Schedule, including the said flat is free from all encumbrances, mortgages, charges, liens, lispences and attachments.
2. That the Purchaser by this Deed will be the exclusive owner of the said flat will hold, possess, occupy and enjoy the said flat for her own use and benefit without any interruption, lawful eviction and any claim and demand and will have exclusive right and absolute Ownership on the flat in Second Schedule and will have

right to sell, transfer, mortgage, assign, lease in any manner like other flat owners without any objection and interruption by the Vendors.

3. That the Purchaser will enjoy all common areas without causing disturbances in peaceful enjoyment of other owners of the flat and will not do any act, causing disturbances and inconvenience to other occupants and inmates of the said building and will pay proportionate maintenance charges to the area of her flat as mentioned in the deed of sale to the Vendors, so long Owners' Association is not formed.

4. That the main gate of the building in First Schedule shall remain be closed outside the normal hours for security reason, but the Purchaser will not be refused to get access, and on request to the caretaker of the building, shall always get access.

5. That the Vendors, if required, at the cost of the Purchaser, hereto will execute or cause to be done or executed all such acts, deeds, things for more perfectly assuring the said flat in Second Schedule.

THAT THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDORS AND CONFIRMING PARTY AS FOLLOWS:-

1. That the Purchaser will and will at all times hereinafter indemnify and keep safe, harmless and indemnified the Vendors and their estate and undertake not to cause any damages at her own instance and/or willful damage of beam, column,

main foundation on and all other common wall, common things, annexed with the building in First Schedule.

2. That the Purchaser will pay Tax of Flat by making mutation of her name in the Hariharpur Gram Panchayat entirely at her own risk and responsibility of the purchased flat but for non-payment of tax, other portion will not be liable to the Hariharpur Gram Panchayat.

3. That the Purchaser will join in the Association for maintaining of building in First Schedule and shall abide by all rules and regulations, shall be framed by the body of Flat Owner's Association.

4. That the Vendors, the Developer herein reserved its rights for making further floors over and above the existing Ground plus Four Storied building and only in strict compliance of the sanctioned building plan by the Hariharpur Gram Panchayat and also reserved its rights for ingress and egress through the stairs for carrying of goods, materials for the purpose of construction and also right of ingress and egress of men, mason and any person, appointed by the Vendors for the purpose of construction and the Purchaser will not be entitled to raise any objection for purchasing proportionate land share of First Schedule.

5. That the Purchaser will pay proportionate cost of maintenance shall be fixed by the Vendors/Association, if framed, so long the Association is not formed, will pay the charges to the Vendors and in failure to pay the charges, shall be liable to the Association.

6. That if any service tax is imposed as on the date of registration of the instant Deed of sale the Purchaser will pay the same and other charges which may charge by the Hariharpur Gram Panchayat for mutation and other matters.
7. That the Purchaser will not close any Verandah, balcony and other portion and will not keep anything, articles in common area of the building, provided that the Purchaser will have right to fix grill cover installations of same design for safety and security of purchased flat. Any damage or they will be liable to pay necessary damage charges.
8. That the Purchaser at her own cost will maintain and decorate inside the purchased flat but she is not allowed to make any changes in respect to electrical wiring, plumbing wiring but the all exterior portion shall be maintained by the Vendors, so long Association is not formed.
9. That the Purchaser at her own cost will take separate meter for enjoyment of electric energy and pay charges, but for enjoyment of electricity in common areas, will pay proportionate charges.
10. That the Purchaser will use the flat in Second Schedule for residential purpose exclusively and for no other purpose.
11. That the Purchaser will not allow to attach and install machinery and will not hang any machine or things from the beam or ceiling of Schedule flat and has right

of fitting fan, air conditioned machine, false ceiling and other electrical appliances only for domestic use without causing any damages of the same.

12. That the Purchaser will get water from the common over-head Tank on payment of maintenance charges, in default, decision of the Vendors and the Association shall be final and shall be binding on the Purchaser. For non-payment of charges, if the supply is stopped, Purchaser will not be entitled to bring any action for the same either against the Vendors or Association, if formed.

13. That the Purchaser neither will allow nor allow to throw or accumulate any rubbish or other articles in any portion of the Building in First schedule, except the place will be determined by the Vendors/association.

14. That the right of the purpose of common areas and roof of the said building, shall be enjoyed by all the owners, subject to right reserved by Vendors.

15. That the Purchaser as owner of the said flat will use all common things, commonly with other owners and occupiers and the common service and common portion shall be considered as common.

16. That for inspection for maintaining common drains, pipes, electric connection and water connection for the common interest, shall be bound to allow the men of Association in the flat of First Schedule.

17. That the agreement for sale between the parties shall stand repealed for all effective purpose except the request reserved by the Vendors without any cause that may be prejudicial to the Purchaser.

18. That the Purchaser will not affix any signboard, nameplate in the common portion or outside walls of the building but can display the decent nameplate on the outside of the main entrance of the Flat.

19. That the Purchaser for purchasing proportionate share of land, will not be entitled to claim any share, if any further construction is made by the onfirming Party. The right of further construction is reserved by the Vendors. The Purchser will not be entitled to bring any legal action for the said construction, if permitted by the Authority.

20. That the Purchaser will not be entitled to raise any objection in displaying advertisement board and the Purchaser will not be entitled to claim any charge for the same. The Vendors shall realise the charge for the same.

21. That the Purchaser will not affix or draw any wires, cables, pipes from and to or through any common portion or outside walls of the building or other flat, but telephone line, cable line can be taken on unavoidable circumstances.

22. That the Purchaser will be entitled to use the common passage but the Purchaser will not be entitled to claim any other right except right of common user

for ingress and egress and Purchaser will not create any obstruction in the peaceful ingress and egress of the Vendors and also the other persons and also shall not be entitled to interfere in the matter of granting right by the Vendors for common use of passage to other persons.

23. That the Purchaser will not be entitled to dug,escavate any portion of the common passage, without taking any written permission from the Authority / Vendors and also shall not keep any vehicle, things, articles and shall not create any obstruction in any manner in the enjoyment of owners and occupiers of the other flat owners of the Building.

24. That the Purchaser will also not be entitled to cut and remove any plant, tress, branch or trees by the side of the common passage without the permission of the Vendors or the Authority, to whom the charges are to be given by the Vendors.

25. That the Purchaser will not change the floor and shall not do any act causing load to the building and shall not plant any tree by storing earth on floor or in any other place of the building.

26. That the name of the building '**MAYFAIR PLATINUM**' shall not be changed.

FIRST SCHEDULE IMMOVABLE PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel land containing an area measuring more or less 47 Cottahs with Ground Plus Four Storied building standing thereon at Mouza Khasmallick, J.L. No.35 under R.S. Khatian No.168 corresponding to R.S. & L.R. Dag No.75, R.S. Khatian No.396

corresponding to R.S. & L.R. Dag No.73 and L.R. Khatian No. 14,162, 210, 348, 433 and 597 within the limit of Hariharpur Gram Panchayat, Post Office- Dakshin Gobindapur, Police Station –Baruipur, Kolkata-700 145 in the District of 24 Parganas (South) together with easement rights and quasi easement rights of adjoining common passage.

BOUNDARIES:

ON THE NORTH : 23' ft 6" inch. wide Road, Dag No. 75
ON THE SOUTH : Dag No. 85 and Dag No. 86
ON THE EAST : Dag No.74
ON THE WEST : Dag No.81 and Dag No. 76

For which annual rent for Rs.0.50% is payable to Collector, 24 –Parganas (South), for the State of West Bengal, through B.L. & L.R. Office.

SECOND SCHEDULE ABOVE REFERRED TO FLAT

WITHIN the First Schedule building, all that one complete residential flat, being Flat No. ... measuring super built up area Square Feet more or less on the Third Floor, Tower-4 of the building named '**MAYFAIR PLATINUM**' situated at Mouza – Khas Mullick, J.L. No.35, R.S. No. 190, Touzi No.250, under R.S. Khatian No.168 corresponding to R.S. & L.R. Dag No.75, R.S. Khatian No.396 corresponding to R.S. & L.R. Dag No.73, 75, L.R. Khatian No. 14,162, 210, 348, 433 and 597, Post Office- Dakshin Gobindapur, Police Station- Baruipur, Kolkata- 700145, District- South 24 Parganas consisting of 1 (One) Bed Room, 1 (One) Living/Dining Room, 1 (One) Study Room, 1 (One) Open Kitchen, 1(One) Toilet and 1 (One) Balcony as shown in the Plan, annexed herewith and bordered '**RED**' therein, together with proportionate undivided impartible share of land underneath of the building, standing on First Schedule and all rights of common parts, area, path, passage, stair, Lift, necessary for enjoyment of the flat, butted and bounded as follows:

ON THE NORTH	:	Side Open Space
ON THE SOUTH	:	Stair, Lift, Lobby
ON THE EAST	:	Internal Drive way
ON THE WEST	:	Flat No. 301

THIRD SCHEDULE COMMON PORTION OF ALL FLAT OWNERS :-

1. The land underneath of the building, foundation, columns, supports, structures, beam, walls between the room, outer walls, main gate, septic tank / Sewrage connection, common passage and all other common things, installations, fittings, fixtures, which are essential for common enjoyment of flat in Second Schedule.
2. Staircase, Lift, corridors, staircase/ Lift landing space, lobbies in all floors and the privileges annexed with the building.
3. Drains from the building, connected with the Municipal drain or sewerage all pipes, connected from each of the flat to drain, rain water pipes and all installations and all wirings and connections including plumbing installations.
4. Water Reservoir made by the sub-mersible pump in the common space, water tank on the roof, and all water supply connection, connected from the roof tank to each flats.
5. Meter space in the Ground Floor, main switch, common meter and space for enjoyment and connected with each of the total and common area.

6. And all other common things, made for common use for all the flat owners of First Schedule.

FOURTH SCHEDULE MAINTENANCE AND MANAGEMENT

1. The cost of maintaining, replacing, white-washing, painting, decorating the main structure of the building, including the exterior thereof and in particular of the common portion of the roof, if any terraced landing and staircase of the building, rain water pipes, pumps, tubewell and electrical wire, sewerage, drains, and all other common parts of fixtures, fittings, installations and equipments in and upon the building as enjoyed or used in common by the Occupiers thereof.

2. The cost of acquisition and other legal proceedings, the cost of cleaning and lighting the main entrance, passage, landing staircase, Lift, main walls and other parts of the building, as enjoyed or used in common by the Occupiers hereof.

3. The salaries bill collectors, chowkidars, plumbers, electricians, sweepers etc. if appointed by the Vendors/Association.

4. The cost of working repairs, replacement and maintenance of lights, pumps, and other plumbing works including all other service charges, for services rendered in common to all other occupiers.

5. Insurance of the building against earthquake, fires, mob damages or by civil commotion etc.

6. The cost of arrangement of all facilities, annexed with the building in First Schedule, for common engagement of all flat owners.

7. Such other expenses including printing and stationary as also all litigation expenses incurred in respect of any dispute with the Hariharpur Gram Panchayat or any other legal Authority/Government/Insurance Company in relation to the same as demanded by the Vendors or the Committee entrusted with the management and upkeep of the said building.

8. That the Maintenance Cost does not include maintenance/ breakages/ damages inside the apartment.

IN WITNESSES WHEREOF the parties herein put each of their signatures, the day, month and the other year above written.

SIGNED IN PRESENCE OF :

WITNESSES :

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

Drafted by me:

(APURBA KUMAR GHOSH)

Advocate

High Court, Calcutta.

Typed by:

(SUBRATA CHAKRABARTY)

10, Old Post Office Street,
Kolkata – 700 001.

MEMO OF CONSIDERATION

RECEIVED Rs. 16,23,000.00 (Rupees Sixteen Lakhs Twenty Three Thousand) only from the Purchaser as entire consideration money for the said Flat sold hereby as per following Memo:

Cheque No.	Date	Drawn on	Amount (Rs.)
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TOTAL			Rs. 16,23,000.00
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(Rupees Sixteen Lakhs Twenty Three Thousand) only

WITNESSES.

1.

2.

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

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DATED THIS DAY OF AUGUST, 2018

=====

B E T W E E N

SMT. SANDHYA CHAKRABORTY & Ors.

....OWNERS/VENDORS

A N D

MRS.

.....PURCHASER

MAYFAIR VILLA PRIVATE LIMITED

.....DEVELOPER/CONFIRMING PARTY

DEED OF SALE

APURBA KUMAR GHOSH
ADVOCATE
10, OLD POST OFFICE STREET
THIRD FLOOR, ROOM NO-80A
KOLKATA - 700 001.