

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____Day of _____, Two
Thousand and Twenty Five.

BETWEEN

(1) SRI SUJOY CHAKRABORTY, PAN– AGKPC1660Q, (2) SRI SANJOY CHAKRABORTY, PAN– CWCPC5553J, both sons of Late Bhaskar Chakraborty, both by faith– Hindu, by occupation– Business, Residing at Gorkhara Basupara, P.O. & P.S.– Sonarpur, Kolkata– 700150, hereinafter, **(3) TANDRA ROY ALIAS TANDRA ROY CHAKRABORTY, PAN– CMYPR1081C**, Wife of Narayan Chandra Roy, Daughter of Late Debabrata Chakraborty, by faith– Hindu, by occupation– Housewife, Residing at– A.P. Nagar, Sonarpur Purbachal, P.O. & P.S.– Sonarpur, Kolkata– 700150, **(4) CHAMPA MONDAL ALIAS CHAMPA MONDAL CHAKRABORTY, PAN– EGBPM8802F**, Wife of Prodip Kumar Mondal, Daughter of Late Debabrata Chakraborty, by faith– Hindu, by occupation– Housewife, Residing at Radhanagar, P.O.&P.S.– Sonarpur, Kolkata– 700150, **(5) SRI RABIN CHAKRABORTY, PAN–**

AKOPC1961A, Son of Late Debabrata Chakraborty, by faith– Hindu, by occupation– Business, Residing at– Gorkhara, Dakshinpara, P.O. & P.S.– Sonarpur, Kolkata– 700150, Represented by their Constituted Attorney & Self **(6) CHATTERJEE CONSTRUCTION**, a Proprietary Concern, having its place of Business and office at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata – 700150, represented by its Sole Proprietor **SRI ANUP CHATTERJEE**, Son of Late Kalipada Chatterjee, **PAN– ACBPC4410H, AADHAAR NO. 7517 2545 8850** by faith – Hindu, by Nationality– Indian, by occupation– Business, Residing at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata– 700150, hereinafter called and referred to as the “**VENDORS**” herein (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-office, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

CHATTERJEE CONSTRUCTION, a Proprietary Concern, having its place of Business and office at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata – 700150, represented by its Sole Proprietor **SRI ANUP CHATTERJEE**, Son of Late Kalipada Chatterjee, **PAN– ACBPC4410H, AADHAAR NO. 7517 2545 8850** by faith – Hindu, by Nationality– Indian, by occupation– Business, Residing at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata– 700150, hereinafter called and referred to as the “**VENDOR/DEVELOPER**” herein (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-office, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(1) MR./MRS. _____ (PAN No. _____) (Aadhaar No. _____), Son/Daughter of _____, W/o – _____ and **(2) Mr.** _____ (PAN No. _____) (Aadhaar No. _____), Son/Daughter of _____, presently residing at _____ and Permanently residing at _____, by faith – _____, by Nationality – Indian, by Occupation– _____, hereinafter referred to as the “**PURCHASERS**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

TITLE:

(PART- I)

WHEREAS One Sri Sushil Kumar Chakraborty became the absolute owner of the 1-Cottah of Land and others Land in Mouza- Gorkhara, J.L. No.- 22 under R.S. & L.R. Dag No.- 1057 by the way of a Registered Deed of Partition which was registered on 25.01.1984 at Sonarpur Sub Registry Office and recorded therein its Book No.- 1, Volume No.- 49, Pages from 227 to 237, Being Deed No.- 288, for the year 1984.

AND WHEREAS said Sri- Sushil Kumar Chakraborty became the absolute owner of the Schedule "Unga" mentioned property of the said Partition Deed and duly mutated his name in Rajpur - Sonarpur Municipality in Ward No. 11, Holding No. 658, Gorkhara E and while in peaceful possession said Sushil Kumar Chakraborty died intestate on 17.02.2013 leaving behind his wife Smt. Bani Chakraborty as his sole legal heir and successor.

AND WHEREAS by the way of inheritance of husband said Smt. Bani Chakraborty became the absolute owner of the said land and duly mutated her name in L.R. Settlement Record vide L.R. Khatian No. 6889.

AND WHEREAS During her un-encumbered possession over her said 1-Cottah of Land situated in Mouza- Gorkhara, J.L. No.- 22, R.S. & L.R. Dag No.- 1057, said Smt. Bani Chakraborty for her legitimate need of money sold transferred and conveyed said 1-Cottah of Land in favour of Chatterjee Construction, a Proprietary Concern having its place of Business and office at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata – 700150, represented by its Sole Proprietor **SRI ANUP CHATTERJEE**, Son of Late Kalipada Chatterjee, Residing at Natunpally

Middle Road, P.O. & P.S.– Sonarpur, Kolkata– 700150 vide a Registered Sale Deed which was registered in Sonarpur Sub-Registry Office on 25/01/2024 and recorded therein its Book No.- 1, Volume No.- 1608, Pages from 10579 to 10599, Being No.- 0528 for the year 2024 and also delivered vacant possession of said 1-Cottah Land in favour of Chatterjee Construction.

AND WHEREAS as certain mistakes crept in the annexed map of Deed No.- 0528 for the year 2024, Chatterjee Construction represented by its Sole Proprietor Anup Chatterjee, made a registered Boundary Declaration, to the satisfaction of the Registering Authority. Said Boundary Declaration was registered in Sonarpur Sub-Registry Office on 22/07/2024 and got recorded therein its Book No.- 1, Volume No.- 1608, Pages from 118982 to 118992, Being No.- 6249 for the year 2024.

AND WHEREAS after said Purchase Chatterjee Construction mutated his name against said 1-Cottah of Land under L.R. Khatian No.- 6933 and also got its name recorded there-with the Municipal Record of Rajpur - Sonarpur Municipality in Ward No.- 11, Holding No.- 658, Gorkhara (E).

(PART- II)

WHEREAS One Sri Bhaskar Chakraborty became the absolute owner of the Land measuring 2-Cottahs 8-Chittaks in Mouza- Gorkhara, J.L. No.- 22 within the limits of Rajpur-Sonarpur Municipality along-with other Land by the way of a Registered Deed of Partition which was registered on 25.01.1984 at Sonarpur Sub-Registry Office and recorded therein its Book No.- 1, Volume No.- 49, Pages from 227 to 237, Being Deed No.- 288, for the year 1984.

AND WHEREAS said Sri Bhaskar Chakraborty became the absolute owner of the Schedule "Gha" mentioned property of the said Partition Deed and duly mutated his name in Rajpur - Sonarpur Municipality in Ward No.- 11, Holding No.- 660, Gorkhara(E) and while in peaceful possession said Bhaskar Chakraborty died intestate on 28.08.2018 leaving behind two sons namely Sri Sanjoy Chakraborty and Sri Sujoy Chakraborty as his sole legal heirs and successors. Minakshi Chakraborty, Wife of Bhaskar Chakraborty died on 02.04.2015 long before the demise of said Bhaskar Chakraborty.

AND WHEREAS by the way of inheritance of father said Sri Sanjoy Chakraborty and Sri Sujoy Chakraborty became the absolute owners of the said 2-Cottah 8-Chittak of Land in R.S. & L.R. Dag No.- 1057 under Mouza- Gorkhara, J.L. No.- 22 and duly mutated their names in L.R. Settlement Record vide L.R. Khatian No.- 6885 & 6888 and also mutated their names in Rajpur-Sonarpur Municipality in Ward No.- 11, Holding No.- 660 (1Cottah-10Chittak-34Sq.Ft.), 660/1 (13Chittak-11Sq.Ft.) and have been peacefully possessing the same by paying rents to the proper authorities. Be it mentioned herein that for the satisfaction of the concerned Rajpur-Sonarpur Municipality as regard their physical possession over their said Land Sri Sanjoy Chakraborty and Sri Sujoy Chakraborty jointly executed a Boundary Declaration which was registered on 22/07/2024 in Sonarpur Sub-Registry Office and recorded therein its Book No.- 1, Volume No.- 1608, Pages from 118993 to 119004, Being No.- 6250 for the year 2024.

AND WHEREAS by the way of above-mentioned recital said Sri Sanjoy Chakraborty and Sri Sujoy Chakraborty herein became the absolute owner of the said land and has been peacefully possessing the same by paying rent and taxes to the proper authorities.

AND WHEREAS said Sri Sanjoy Chakraborty and Sri Sujoy Chakraborty have decided to develop their aforesaid property that is 2-Cottah 8-Chittak of Land by way of erecting a New G+IV Storied building and due to paucity of Funds for the construction of a **G+IV Storied Building** upon the said Land, they entered into a Registered Development Agreement with Chatterjee Construction, a Proprietary Concern having its place of Business and office at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata – 700150, represented by its Sole Proprietor SRI ANUP CHATTERJEE, Son of Late Kalipada Chatterjee, Residing at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata– 700150. Said Development Agreement was registered in A.D.S.R. Sonarpur on 11/09/2024 and got recorded therein its Book No.- 1, Volume No.- 1608, Pages from 154502 to 154531, Being No.- 7643 for the year 2024.

AND WHEREAS for the effective implementation of said Registered Development Agreement dated 11/09/2024, said Sri Sanjoy Chakraborty and Sri Sujoy Chakraborty executed a Registered

Development Power appointing Chatterjee Construction represented by its Sole Proprietor Anup Chatterjee as their true constituted Attorney. Said Development Power got registered in Sonarpur Sub-Registry Office on the very same day i.e. on 11/09/2024 and recorded therein under Book No.- 1, Volume No.- 1608, Pages from 154621 to 154640, Being No.- 7651 for the year 2024.

(PART- III)

WHEREAS Sri Prafulla Kumar Chakraborty, Son of Ambika Charan Chakraborty became the absolute owner of all that piece and parcel of Bastu land measuring 5.25 Decimals along-with other property there upon in Mouza- Gorkhara, J.L. No.- 22, in C.S. Dag No.- 1004, R.S. & L.R. Dag No.- 1057, vide Registered Partition Deed No.- 8991 of 1959,executed on 06/11/1959 registered at Baruipur Sub Registry Office, recorded therein Book No.- 1, Volume No.- 93, Pages from 210 to 213 which was depicted therein Schedule “Ga”.

AND WHEREAS said Prafulla Kumar Chakraborty being the absolute owner of said 5.25 Decimals Bastu land in C.S. Dag No. 1004, corresponding to R.S. & L.R. Dag No. 1057, under Mouza- Gorkhara, J.L. No.- 22, P.S.- Sonarpur gifted 4.5 decimals land out of his 5.25 decimals land to Debabrata Chakraborty, son of Manindra Nath Chakraborty, vide a registered Deed of Gift and said Deed of Gift was executed on 06/05/1960 registered in Sub Registry Office Baruipur and got recorded therein as being No. 4363, for the year 1960, under Book No. 1, Volume No. 50, Pages from 172 to 173.

AND WHEREAS vide a Purchase Deed one Satyabrata Chakraborty, Son of Late Manindra Nath Chakraborty purchased 1 Cottah 4 Chittaks of land in Mouza- Gorkhara, J.L. No.- 22, under C.S. Dag No. 1004, corresponding to R.S. & L.R. Dag No. 1057, from Arun Kumar Ghosh and others. Said Deed of Sale was executed on 13.12.1968 and got registered in Sonarpur Sub Registry Office on the same date and recorded therein Book No. I, Volume No. 34, Pages 38 to 40, Being No. 1978, for the year 1968.

AND WHEREAS said Satyabrata Chakraborty, Son of Late Manindra Nath Chakraborty died intestate on 14.12.1981 leaving behind his only brother Debabrata Chakraborty, Son of Late Manindra Nath Chakraborty as his sole legal heir. Be it mentioned here that said Satyabrata Chakraborty was till the date of demise unmarried and both of his parents predeceased him and according to Hindu Succession Act his only brother Debabrata Chakraborty became the sole inheritor of all that 1 Cottah 4 Chittaks of Land which Satyabrata Chakraborty purchased vide registered Purchase Deed No. 1978, for the year 1968.

AND WHEREAS vide Registered Gift Deed No. 4363 of 1960 Debabrata Chakraborty became the absolute owner of 4.5 Decimals i.e. 2 Cottahs 11 Chittaks 25 Sq.Ft. of Bastu land and by way of inheritance became the owner of 1 Cottah 4 Chittaks of Bastu land both in C.S. Dag No. 1004, R.S. and L.R. Dag No. 1057, of Mouza- Gorkhara, J.L. No. 22, P.S. Sonarpur, at present under Ward No. 11, Rajpur - Sonarpur Municipality.

AND WHEREAS during his absolute possession and ownership over said 3 Cottahs 15 Chittaks 25 Sq.Ft. of land said Debabrata Chakraborty died intestate on 24.09.1994 leaving behind his widow Bharati Chakraborty, Rabin Chakraborty (Son), Tandra Roy (daughter), Champa Mondal (Daughter) as four legal heirs.

AND WHEREAS said Bharati Chakraborty died intestate on 26-07-2018 leaving behind Rabin Chakraborty (Son), Tandra Roy(Daughter) and Champa Mondal(Daughter) as the inheritors of both Debabrata Chakraborty and Bharati Chakraborty.

AND WHEREAS by way of inheritance Rabin Chakraborty, Tandra Roy and Champa Mondal herein jointly became the owner of all that piece and parcel of 3 Cottahs 15 Chittaks 25 Sq.Ft. of land after **physical measurement** 3 Cottahs in Mouza- Gorkhara and mutated their respective names with B.L.&L.R.O. under L.R. Khatian No. 6891, 6887 and 6892 and mutated their names with Rajpur-Sonarpur Municipality, Under Holding No. 984, Gorkhara(E), Ward No.- 11 and jointly have been peacefully possessing the same by paying rent and taxes to the proper authorities.

AND WHEREAS said Rabin Chakraborty and others wanted to construct a G+IV Storied Building there-upon the said 3-Cottah of Land and due to paucity of funds and technical know-

hows, entered into a Registered Development Agreement with Chatterjee Construction, a Proprietary Concern having its place of Business and office at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata– 700150, represented by its Sole Proprietor SRI ANUP CHATTERJEE, Son of Late Kalipada Chatterjee, Residing at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata– 700150. Said Development Agreement was registered in A.D.S.R. Sonarpur on 07/03/2024 and got recorded therein its Book No.- 1, Volume No.- 1608, Pages from 35786 to 35815, Being No.- 1972 for the year 2024.

AND WHEREAS for the effective implementation of said Registered Development Agreement dated 07/03/2024, said Rabin Chakraborty and others executed a Registered Development Power appointing Chatterjee Construction represented by its Sole Proprietor Anup Chatterjee as their true constituted Attorney. Said Development Power got registered in Sonarpur Sub-Registry Office on the very same day i.e. on 07/03/2024 and recorded therein under Book No.- 1, Volume No.- 1608, Pages from 35845 to 35863, Being No.- 1984 for the year 2024.

AND WHEREAS as per direction of Rajpur-Sonarpur Municipality and to the satisfaction of the Registering Authority was executed by Rabin Chakraborty and others and registered on 12-09-2024 in Sonarpur Sub-Registry Office and recorded there-in its Book No.- 1, Volume No.- 1608, Pages from 168418 to 168431, being No.- 8604 for the year 2024.

THUS being absolute owner of 1-Cottah of Land under R.S. & L.R. Dag No.- 1057 in Mouza-Gorkhara, J.L. No.- 22 with Rajpur-Sonarpur Municipality under Holding No.- 658, Gorkhara(E), Ward No.- 11. Sanjoy Chakraborty and Sujoy Chakraborty being absolute owners of 2-Cottah 8-Chittak of Land under Rajpur-Sonarpur Municipality mutated their names under Holding No.- 660(1Cottah-10Chittak-34Sq.Ft.), 660/1(13Chittak-11Sq.Ft.), Gorkhara(E), Ward No.- 11. Rabin Chakraborty, Tandra Roy and Champa Mondal became the absolute owners of 3-Cottah of Land mutated their names jointly under Holding No.- 984, Gorkhara(E), Ward No.- 11.

AND WHEREAS for the amalgamation of said Holdings into one i.e., incorporation of 6-Cottahs 8-Chittaks of Land into one Holding, Sanjoy Chakraborty and Sujoy Chakraborty, Chatterjee Construction, Rabin Chakraborty, Tandra Roy and Champa Mondal executed a “Deed of Amalgamation” which was registered on 12/09/2024 at A.D.S.R. Sonarpur and recorded therein its Book No.- 1, Volume No.- 1608, Pages from 154087 to 154107, Being No.- 7680 for the year 2024.

AND WHEREAS as per rule of Rajpur-Sonarpur Municipality, Sanjoy Chakraborty and Sujoy Chakraborty, Chatterjee Construction, Rabin Chakraborty, Tandra Roy and Champa Mondal executed a Boundary Declaration which was registered on 12-09-2024 in A.D.S.R. Sonarpur and got recorded therein Book No.- 1, Volume No.- 1608, Pages from 154122 to 154138, Being No.- 7685 for the year 2024.

AND WHEREAS on the basis of the title of Land as depicted before and Amalgamation Deed dated 12/09/2024 & Boundary Declaration dated 12/09/2024 & also after following all the rules and regulations, Rajpur-Sonarpur Municipality was pleased to amalgamate said Holdings into one **Holding No.– 658, Gorkhara(E), Ward No.–11 incorporating 6Cottah-8Chittak Bastu Land** therein against R.S. & L.R. Dag No.–1057 of Mouza– Gorkhara, J.L. No.– 22 which is morefully described in Schedule–A below.

AND WHEREAS said Chatterjee Construction as Self & Constituted Attorney/ Vendor/ Developer, herein after complying all statutory rules and regulations of Rajpur–Sonarpur Municipality obtained necessary Building Plan bearing **Sanction Building Plan No.– “SWS–OBPAS/2207/2025/0065”**, dated **25/02/2025**, for the construction of a **(G+IV)–Storied Residential Building** from Rajpur-Sonarpur Municipality upon the said 6(Six)Cottah 8(Chittak) of Bastu land which is known under the name and style “**CHATTERJEE MARVELLA**” morefully described in the “**SCHEDULE – ‘A’**” below.

AND WHEREAS Chatterjee Construction as Self & Constituted Attorney/ Vendor/ Developer, herein has commenced/completed the process of construction of the said **(G+IV)–Storied Residential Building** within the said Holding No.– 658, Gorkhara(E), P.O. & P.S.– Sonarpur, Ward No.– 11, under Rajpur-Sonarpur Municipality, in accordance with sanctioned Building Plan, Building Rules and other provisions of Rajpur–Sonarpur Municipality.

AND WHEREAS Purchaser/Purchasers have inspected the construction of the said building thoroughly and examined and checked the title of the Vendor and also the sanctioned plan and have become satisfied fully about the marketable right of the Vendor in respect of all that piece and parcel of a self-contained residential Flat No. ---- measuring Carpet Area --- Sq.Ft. Built-up Area ----- Sq.Ft. Super Built-up Area ----- Sq.Ft. be the same a little more or less situated on the -----side of the -----Floor of the said G+IV–Storied building, hereinafter referred to as **the “said Flat”** morefully and particularly described in the **SECOND SCHEDULE** hereunder written lying and situated on the land which is fully described in the **FIRST SCHEDULE** hereunder written

AND WHEREAS the Vendor has assured and informed the Purchaser/Purchasers that their title in respect of the said property is free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition, whatsoever.

AND WHEREAS by virtue of an agreement for sale dated ----- made between the Purchaser/Purchasers herein and the Vendor herein, the Purchaser/Purchasers herein agreed to purchase said Flat No. ----- measuring more or less carpet area --- Sq.Ft. built-up area ----- Sq.Ft. Super Built-up area -----Sq.Ft. situated at ----- side on the -----Floor more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written together with undivided proportionate indivisible and impartible share of the land morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder written together with the right to use the other common areas and facilities attached to the said property, free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition whatsoever, but subject to observance of the terms and conditions and covenant hereunder written for and at a consideration price of Rs. ----- (Rupees-----) only and the Vendor agreed to such proposal being satisfied as the same was the highest market price.

AND WHEREAS in terms of the said agreement, the Vendor herein have agreed to sell and transfer one–self-contained Flat no. ----- situated at the -----side on the ----- Floor, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and delineated in the Map or Plan annexed hereto bordered with **RED** colour, of the said building at a total agreed consideration of Rs. ----- (Rupees-----) only together with proportionate share of land soil underneath and for whereupon the said building has been erected or constructed together with the right of common space, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient of its exit and entrance, maintenance for common use, motor pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection and the description of common facilities and common enjoyment and common parts and areas and rights, which has been mentioned more fully and particularly in the **THIRD SCHEDULE** hereunder written with lawful aforesaid consideration price, and also undertake to pay all the common charges, fees, duties, levies, rents, impositions, outgoings etc. as may be required for the purpose of the said flat and also for purposes of the said building with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

NOW THIS INDENTURE WITNESSETH that In pursuance of the said agreement and in consideration of the said sum of Rs.----- (Rupees-----) only trust paid by the purchaser to the Vendor in the manner stated in the memo of consideration hereunder written, the receipt whereof the Vendor hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the purchaser as well as the said flat along with the proportionate undivided un-demarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The Vendor/Developer do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT** one self-contained Flat No.----- containing a Carpet Area --- Sq.Ft., Built-up Area ----- Sq.Ft., Super Built-up Area -----Sq.Ft., situated at ----- side, on the -----Floor, of the said **G+IV–Storied Building of Holding No.– 658, Gorkhara(E), Ward No.– 11 of Rajpur Sonarpur Municipality**, P.S.- Sonarpur, District-South 24 Parganas which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat together with the undivided proportionate share of the land underneath together with easements, rights thereto and other rights, privileges, benefits,

advantages, liabilities, liberties, duties in common with other having covenants conditions and stipulations etc. to enjoy and possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor upto and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/Purchasers and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands **over the said Flat No. ---- situated at - ----- side, on the -----Floor, of the said G+IV–Storied Building (“CHATTERJEE MARVELLA”)** having right to use, occupy, own possess the said flat as mentioned in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the purchaser/purchasers paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and other outgoings so long separate assessment is not made for the said flat in the name of the purchaser/purchasers.

The Vendor/Developer do hereby covenant with the purchaser/purchasers as follows:-

1. **NOTWITHSTANDING**, anything hereinbefore done or suffered to the contrary. the Vendor/Developer have good and absolute right, title and authority to grant, convey, transfer, assign and assure the said all that piece and parcel of flat mentioned in the **SECOND SCHEDULE** hereunder written along with common area with facilities as described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the purchasers in the manner aforesaid and that the Vendor/Developer has not done or suffered knowingly from anything whereby the said flat may be encumbered, affected or impeached in estate, title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court or revenue authority.
3. That the purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from any out of the said flat without any hindrance, interruption, claim, disturbances or demand from or by the Vendor or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, hindrance, interruption or disturbances by any person or persons whatsoever.
4. All the taxes, land revenue and other impositions payable in respect of the said flat up to the date of handing over the possession of the same to the purchasers, shall be paid by the Vendor/Developer and if any portion of any tax, impositions etc. be found to have remained nonpaid for the period as mentioned above, liability shall be recoverable from the date to delivery of possessions unto the purchasers and the purchasers shall pay the entire taxes and outgoings in respect of the said flat.
5. The Vendor/Developer shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the purchasers to the property hereby sold and conveyed or any mistake or deficiency in the extent of description or other particulars of the said property.
6. The Purchaser, and his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, mortgage, sell, convey and assign the said flat.
7. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. save and except the place reserved for the said purpose.
8. The Purchaser/Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their taxes are separately assessed by the Rajpur Sonarpur Municipality.
9. That the Purchaser shall not store any inflammable article, fireworks install any machineries, electrical motor and/or start any Commercial business in the said flat which may cause sound pollution /air pollution, smoke etc. to the occupant of the other flat in the building.
10. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.

11. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners herein including proportionate share of the assessed amount by the Rajpur Sonarpur Municipality and Land revenue.
12. The Purchaser have declared that they have no claim in respect of the other constructed area or other saleable spaces in the premises, save and except the flat hereby conveyed and common area and common facilities specified by the Vendor/Developer herein.
13. The Purchaser also declares that the exclusive right of the Vendor shall remain for any addition or modification or commercial exploitation to construct the said building with prior permission of the Rajpur Sonarpur Municipality except the flat hereby conveyed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Land \ Entire Property)

ALL THAT the piece or parcel of Bastu land Measuring **6Cottahs-8Chittaks** lying and situated at R.S. & L.R. Dag No.– 1057, under R.S. Khatian Nos.– 124, 336, 339 L.R. Khatian Nos.– 6885, 6888, 6887, 6891, 6892, 6933 at Mouza– Gorkhara, J.L. No.– 22, Pargana– Medanmolla, within the limits of Rajpur–Sonarpur Municipality, Ward No.– 11, Holding No.– 658, Gorkhara(E), P.S. & A.D.S.R.O.– Sonarpur, District– 24 Parganas (South).

THE PROPERTY IS BUTTED AND BOUNDED BY:

ON THE NORTH: Land of R.S. Dag No.– 1057 & 6-Feet Wide Private Passage.

ON THE SOUTH: Sonarpur-Narayanpur Main Road.

ON THE EAST: Land of R.S. Dag No.– 1057 & 1058.

ON THE WEST: 6-Feet Wide Private Passage.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat/ Unit agreed to be sold)

ALL THAT a self-contained Flat being Flat No ----- on ---- Floor in ----- side, measuring -----Sq.Ft. Carpet Area, ----- Sq.Ft. Built –Up Area, -----Sq.Ft. Super Built-up Area more or less consisted of -----Bed Rooms, One Dining-cum-Kitchen Room, Two Toilets and a Balcony in the said New (G+IV)-Storied Building constructed upon the land more fully described in the **FIRST SCHEDULE** herein above **TOGETHER WITH** the undivided proportionate impartibly share in land and right of easement on the common passage and right of common areas & facilities of the said Building “**CHATTERJEE MARVELLA**”, which is **morefully described in THIRD SCHEDULE herein under.**

ON THE NORTH: -----

ON THE SOUTH: -----

ON THE EAST: -----

ON THE WEST: -----

---:THE THIRD SCHEDULE ABOVE REFFERED TO: ---

PART – I

(Common Parts and portions)

- a) Staircase from ground Floor to top floor, ultimate roof of the building.
- b) Landing/hand railing and other fixture installed in the staircase.
- c) Common passage for ingress and egress from main Municipal Road to the building.
- d) Sewerage, septic tank, drainage, electric connections, connected installations in the building.

- e) Overhead and underground Reservoirs, Motor Pump, Water Supply, Water eviction pipes, fittings save and except the installations made inside the said flat.
- f) Foundations, columns and outside walls of the building including the boundary walls of the entire premises.
- g) All electrical installations, common Electric Meter Space, fixture, fittings in respect of the entire building as would be specified by the Developer/Vendor. Such other equipment's, installations, fixtures and fittings in respect of entire building/premises as would be specified by the Vendor from time to time.

PART – II
(The Easements)

- 1) Rights of vertical and lateral supports;
- 2) Rights of using the common passage and utility of the common installations, e.g. water, electricity etc.
- 3) Rights of passage of electrical, water, telephone and other cables and pipes through every part of the Building including all the units therein.
- 4) Rights of entry with reasonable notice for the Purpose of repair and maintenance of any unit in the building provided in emergent circumstances such rights can be enjoyed without any notice.
- 5) Rights of entry and do the necessary works for repainting, repairs, renovation of every part of the Building over each of the Unit therein.
- 6) Rights of common enjoyment of all common paths, and common portions in the premises and in the building including the right to go the terrace for the purpose of maintaining and managing the common parts.
- 7) None of the parties will be entitled to block any passage or to alter any common passages, which includes the Vendors, other flat owners, including the purchaser herein in the said building at the said premises.

----:THE FOURTH SCHEDULE REFERRED TO ABOVE: -----

(The Common expenses and maintenance of the building)

- a) The Expenses for maintenance, operating, re-white washing, re-painting, redecorating and lighting the common portions including the outer walls of the building and boundary walls, water pump with motor etc.
- b) The salaries and other expenses for all persons employed for the common purpose.
- c) All charges and deposits for supplies of common utilities;
- d) Municipal and other rates, taxes and levies and all other outgoing save those separately assessed or incurred in respect of the Unit/Flat.
- e) Cost of establishment and operations of the Association relating to the Common Purpose.
- f) Litigation expenses incurred for the common purposes.
- g) Office administrative over-head expenses incurred for maintaining the officer for Insurance of the Building.
- h) The Purchaser at his/her own costs and expenses will make emergency repair if it relates to his Unit/Flat and bear proportionate costs and expenses if it relates to the common areas and facilities to prevent any damage of the Building.

AND the other expenses and outgoings as deemed by the Vendors or by the Association upon its formation and taking over maintenance and management of the building as necessary or incidental for the common purpose including for creating a fund for replacement, renovation, repainting and/ or periodic repainting of the common portion or areas. The Purchaser shall have to bear proportionate maintenance cost even if he rents or remains absent from the flat.

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

SIGNED, SEALED AND DELIVERED

By the VENDOR/DEVELOPER above named

In the presence of:-

1.

SIGNATURE OF THE VENDOR/DEVELOPER

2.

SIGNATURE OF THE PURCHASER

RECEIVED of and from the within named Purchaser/ Purchasers the within mentioned sum of **Rs. -----(----- only)** out of total consideration of **Rs. -----** for sale of the said ----- **on ----- Floor in ----- side**, at the **said Holding No.-658, Gorkhara(E), Ward No.-11 as per Memo below: -**

MEMO OF CONSIDERATION

Date	Mode	Amount
-------------	-------------	---------------

(Rupees ----- Only)

Witnesses:

1.

SIGNATURE OF VENDOR/DEVELOPER

2.