

**DEED OF CONVEYANCE**

**THIS DEED IS EXECUTED ON THE      DAY OF                      YEAR 2024 A.D.**

**B E T W E E N**

**MR. MOHON KISHORE CHATTERJEE**, son of Late Samarendra Kishore, by Nationality Indian, by faith Hindu, by occupation business, having Income Tax Permanent Account Number: AMUPC2673B, Aadhaar number: 486509537490 and having mobile number: 9239357921, presently residing at 13/2D, Priyonath Mullick Road, PO: Kalighat, Police Station:

Bhowanipur, Kolkata: 700026, hereinafter called and referred to as the **OWNER/VENDOR/FIRST PARTY**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART.**

**A N D**

**STHAPATI ENTERPRISES PRIVATE LIMITED**, a Private Company Limited by shares, having Corporate Identity Number (CIN): U45201WB2000PTC091583, Income Tax Permanent Account Number (IT PAN): AAGCS5233E and Goods & Service Tax Identification Number (GSTIN): 19AAGCS5233E1ZE, incorporated under the provisions of Companies Act 1956, having its Registered Office at 31/C, Sreemohan Lane, Kolkata: 700026, PO: Kalighat, PS: Tollygunge, represented herein by its present Managing Director-in-office, **MR. SOUMYA KANTI DASGUPTA**, son of Late Prafulla Kumar Dasgupta, having IT-PAN ADOPD1262G, Aadhaar number: 384099288585 and mobile number: 9831061848, by Nationality Indian by faith Hindu, by Occupation Business, presently residing at IA-270, Sector-III, Salt Lake City, Kolkata: 700097, PO: Purbachal, PS: Bidhannagar (South), hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor/s-in-office of the Company and also its executors, legal representatives, administrators and/or assigns) of the **SECOND PART.**

**A N D**

**(1)** \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, having IT PAN: \_\_\_\_\_, Aadhaar number: \_\_\_\_\_ and mobile number \_\_\_\_\_, by occupation service, by faith Hindu and presently residing at \_\_\_\_\_, hereinafter called and referred to as the **PURCHASER/THIRD PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS** by a deed of Conveyance dated 08.05.1934 registered at the office of the Joint Sub Registrar of Alipore at Behala and entered in book No: 1, Volume No: 8, Pages 69 – 78 being No: 839 for the year 1934, The Commissioners for the Port of Calcutta, a body corporate constituted by the

Calcutta Port Act 1890 (being Bengal Act No: III of 1890) did grant convey and transfer unto one Messrs Mugneeram Bangur & Company for consideration therein mentioned ALL THOSE pieces or parcels of Revenue redeemed Land and Tanks containing an area of about 26 Bighas 14 Cottah 08 Chittack including premises No: 41, Russa Road South containing an area of 26 Bighas 14 Cottah more particularly described in the Schedule "C" written thereto.

**AND WHEREAS** thereafter the said Messrs Mugneeram Bangur & Company, for the purpose of Sale, divided inter alia the said premises No: 41, Russa Road South into several plots including one plot No: 34D, containing an area of 2 Cottah 12 Chittack 36 Sq.Ft together with the 3' 6" passage on the south east thereof.

**AND WHEREAS** the said Messrs Mugneeram Bangur & Company, by a deed of Conveyance dated 06.03.1939 registered at the office of the District Registrar of Assurances Alipore, 24 Parganas and entered in book No: 1, Volume No: 26, Pages 81 – 89 being No: 795 for the year 1939 did grant convey and transfer unto one Suro Bala Saha, wife of Akshoy Kumar Saha for consideration therein mentioned ALL THAT piece or parcel of Revenue redeemed Land containing an area of about 2 Cottah 12 Chittack 36 Sq.Ft being the land of premises No: 34D (formed out of the said premises No: 41, Russa Road South, then Police Station Tollygunge, within municipal ambits of then Calcutta Corporation) together with certain rights on the 3' 6" wide passage on the south east thereof more particularly described in the Schedule written thereto.

**AND WHEREAS** thereafter the said Suro Bala Saha, by an Indenture of Conveyance dated 16.04.1956 registered at the office of the District Registrar of Assurances Alipore, 24 Parganas and entered in book No: 1, Volume No: 55, Pages 94 – 99 being No: 3107 for the year 1956 did grant convey and transfer unto one Samarendra Kishore Chattapadhyya, son of Uma Kishore Chattapadhyya for consideration therein mentioned ALL THAT piece or parcel of Revenue redeemed Land containing an area of about 2 Cottah 12 Chittack 36 Sq.Ft being the land of premises No: 34D (formed out of the said premises No: 41, Russa Road South, then Police Station Tollygunge, within municipal ambits of then Calcutta Corporation) together with certain rights on the 3' 6" wide passage on the south east thereof more particularly described in the Schedule written thereto.

**AND WHEREAS** since purchase, the said Samarendra Kishore Chattapadhyya also known as Samarendra Kishore Chatterjee, being the lawful owner was truly entitled to and in absolute possession of his said property ALL THAT piece or parcel of Revenue redeemed Land containing an area of about 2 Cottah 12 Chittack 36 Sq.Ft being the land of premises No: 34D (formed out of the said premises No: 41, Russa Road South, then Police Station Tollygunge, within municipal ambits of then Calcutta Corporation) together with certain rights on the 3' 6" wide passage on the south east thereof and applied for and duly obtained mutation from the then Calcutta Municipal Corporation (now known as the Kolkata Municipal Corporation) being Assessee No: 110810200686, in his own name as the owner of premises No: 34D formed out of the said premises No: 41, Russa Road South, being the then premises No: 10/34D, Charu Avenue, now renumbered and reputed as 34D, Charu Chandra Avenue, previous police station Tollygunge present police station Charu Market, sub registry office Alipore, Kolkata: 700033 herein after referred to as the said premises and thereafter constructed a one storey pucca building thereon over the said premises. The said premises with the one storey building thereon is more fully described in SCHEDULE "A" written hereunder and for the sake of brevity is hereinafter referred to in these presents as the said property.

**AND WHEREAS** the said Samarendra Kishore Chatterjee during his lifetime had published a Will or Testament on 30.12.1992 whereby he bequeathed his said property to his eldest son, Mr. Mohan Kishore Chatterjee, who is the Owner / First Party herein, subject to the life interest of his wife Manjushree Chatterjee. In terms of the said will, after the demise of Manjushree Chatterjee, their eldest son, Mr. Mohan Kishore Chatterjee, would be the absolute owner of the said property. The said Samarendra Kishore Chatterjee had not made any provision for his youngest son Mr. Subho Kishore Chatterjee and/or his married daughter for reasons mentioned in the said will dated 30.12.1992.

**AND WHEREAS** the said Samarendra Kishore Chatterjee died on 17/02/1993. Thereafter his widow the said Manjushree Chatterjee died on 28/03/2005.

**AND WHEREAS** after the demise of the said Samarendra Kishore Chatterjee and said Manjushree Chatterjee, Probate of the Will of the said Samarendra Kishore Chatterjee was granted by the Learned Court of the District Delegate at Alipore in Act 39, Case No: 152 of 2010 wherein and from whereon the said Mr. Mohan Kishore Chatterjee, who is the Owner / First Party herein,

became the lawful, absolute and undisputed owner of the said property more fully and particularly described in the SCHEDULE "A" written hereunder and Mr. Mohan Kishore Chatterjee, who is the Owner / First Party herein possesses a free clear unencumbered marketable and legally valid title to the said property and is absolutely seized with and possessed of the said property.

**AND WHEREAS** in the meantime the family of the said Mr. Mohan Kishore Chatterjee grew in size and with an eye to have better residential accommodation for himself and the members of his family the said Mr. Mohan Kishore Chatterjee has decided to develop his "Said Property".

**AND WHEREAS** the owner/First Party herein due to paucity of fund and due to absence of necessary infrastructure and experience in matters of real estate development approached the Developer herein, Sthapati Enterprises Private Limited, a reputed Promoter/Developer of real estate properties, to develop the said property and construct new proposed building or buildings thereon as per the building plan/plans to be sanctioned for this purpose by the concerned authority (Kolkata Municipal Corporation).

**AND WHEREAS** the Developer herein, Sthapati Enterprises Private Limited, has agreed to develop the said property in accordance to the building plan to be sanctioned for this purpose by the Kolkata Municipal Corporation and construct a new building thereon as per the plan/plans to be sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** consequently the Owner has agreed to grant the Developer exclusive right to develop the "Said Property" described in the Schedule "A" hereunder written and to construct a new building thereon in accordance with the building plan or plans to be sanctioned by the Kolkata Municipal Corporation and the Owner are agreeable to convey undivided proportionate indivisible and impartible share of land in respect of flats/car parking spaces/covered spaces to be erected therein in Developer's Allocation in the terms and conditions hereinafter appearing.

**AND WHEREAS** the owner thereafter entered into a Development Agreement which was registered on 22.05.2014 at the office of the Additional Registrar of Assurances – I, Kolkata, being Deed No: 04501 for the year 2014, Book No: I, CD Volume No: 9, Pages from 9310 to 9344 continuing with all the terms and conditions mentioned in the previous notarised agreement and between the current landowner and the existing Developer.

**AND WHEREAS** further acting in tune with the said Development Agreement dated executed by and between the Developer herein and the Owner/Vendor herein, the Developer herein in consultation with Owner herein got prepared of a Building Plan and submitted the same for approval /sanction by the competent authority being the Kolkata Municipal Corporation which plan case after due consideration and payment of all necessary and allied fees in this regard by the Developer herein was approved/sanctioned by the Kolkata Municipal Corporation sanctioned Building Permit No: 2014100148 dated 19.09.2014 of the Kolkata Municipal Corporation.

**AND WHEREAS** in further pursuance of their same goal as mentioned hereinabove the Developer herein, Sthapati Enterprises Pvt. Ltd., also engaged in the business of Civil Construction started construction on the said premises as per the sanctioned Building Permit No: 2014100148 dated 19.09.2014 of the Kolkata Municipal Corporation under the supervision of a Class - 1 L.B.S./Architect of the Kolkata Municipal Corporation (appointed for the same purpose by the Developer herein) after completely dismantling the existing structure on the land of said premises as detailed in the SCHEDULE "A" written hereunder.

**AND WHEREAS** according to the said Development Agreement dated 22.05.2014 executed by and between the Owner of the land who is the First Party herein and the Developer, the Second Party grants subject to what has been hereinafter the exclusive right to the Developer to build, construct, erect and complete the building and to commercially exploit the same by entering into Agreement(s) for Sale of their allocated areas save the portion of the area allotted to the First Party and/or construct in accordance with the plan or plans either already sanctioned or to be further sanctioned in the name of the First Party by the appropriate authorities with the approval of First Party.

**AND WHEREAS** in consideration of the above the Developer shall be entitled to a minimum number of flats, car parking spaces, and/or units comprising both or otherwise, roofs etc. stated hereto before at the said proposed building together with proportionate undivided share or interest of land and the common facilities and amenities as defined in details under the Developer's Allocation clause of the Agreement dated 22.05.2014 executed by & between the Developer herein and the Owner/First Party herein and as per the same Agreement the Developer shall be entitled to enter into sale

and transfer in its own name with any transferee and to receive, realise and collect all money in respect thereof which shall absolutely belong to the Developer and the First Party hereby gives his full consent to the Developer into entering into such said Agreement/s as referred to herein in this paragraph and the Owner herein further agrees to convey the proportionate land of the respective flat(s) with the said right to the purchaser(s) when called upon by the Developer keeping the Owner who is the First Party herein as the Vendor in said such conveyance(s).

**AND WHEREAS** in terms of the Development agreement dated 22.05.2014, in lieu of undivided share of land of the aforesaid property the Owner, Mr. Mohon Kishore Chatterjee is allocated to receive certain flat and/or spaces in the proposed new building as areas under the Owner's Allocation as detailed in the said Development agreement dated 22.05.2014.

**AND WHEREAS** in conformity with the Sanction Plan the Developer has started construction of the building upon **ALL THAT** the pieces or parcels of Revenue redeemed Land containing an area of about 2 Cottah 12 Chittack 36 Sq.Ft or a little more or less with a one storied brick built messuage tenement hereditament and dwelling house thereon measuring more or less 1406 Sq.Ft built up area, situated lying at and being municipal premises number 34D, Charu Chandra Avenue, previously known as the then premises No: 10/34D, Charu Avenue which was originally created and known as premises 34D, formed out of the premises No: 41, Russa Road South, then Police Station Tollygunge, within municipal ambits of then Calcutta Corporation, together with certain rights on the 3' 6" wide passage on the south east thereof, being KMC Assessee No: 110810200686, present police station Charu Market, sub registry office Alipore, Kolkata: 700033 falling under the municipal ambits of the Kolkata Municipal Corporation ward No: 81, which has been specifically described in the **SCHEDULE - "A"** hereunder and hereinafter referred to as the "***said premises***".

**AND WHEREAS** after completion of construction upto the sanctioned Third floor, the Developer obtained Partial Completion Certificate on 13.10.2020 from the Kolkata Municipal Corporation.

**AND WHEREAS** in further pursuance the Developer applied for and obtained re-sanction of the Building Permit No: 2014100148 dated 19.09.2014 of the Kolkata Municipal Corporation as per the M.I.C. Resolution dated 30.06.2015 & The Office Circular No 4 dated 05.08.2019 along with U/S 394 of K.M.C. Act 1980, thereby construction an additional

floor (Fourth Floor) in the proposed new building under construction. Thus the new Building Permit number allotted is 2021100127 dated 07.01.2022 of the Kolkata Municipal Corporation.

**AND WHEREAS** the Purchaser herein, after coming to know the intention of the Developer to sell Flat No: IVA mentioned in plan as type E on the Fourth Floor, measuring 1480 Sq.Ft. super built-up area, have inspected all relevant deeds, documents, papers, rent receipts, tax receipts, sanctioned Plan, permit for construction, completion certificate, house drainage connection, water connection issued by Kolkata Municipal Corporation, CESC meter connection, and also being satisfied with the nature and construction of the building in general and the flat in particular and also considering the common facilities and enjoyment as well as the existing passage for ingress and egress made approach to the Developer to purchase the said flat described in Schedule B written hereunder.

**AND WHEREAS** the Purchaser herein who had already paid some booking advance and/or further part payment towards the purchase process of their purchasable property then agreed with the Developer who is Confirming Party herein and the owner of the Land who is the Vendor herein to execute an Agreement for Sale documenting the terms and conditions and each other's respective performance and obligations allied to such sale procedure.

**AND WHEREAS** accordingly the parties thereto & hereto, entered into an Agreement for Sale executed and notarized on \_\_\_\_\_ by and between the parties hereto by virtue of which the Purchasers therein and herein agreed to purchase at a valuable consideration from the Developer and the Vendor therein and herein one Flat (bearing no: "IVA mentioned in plan as type E"), which, in this document, are shown, demarcated and/or delineated in the **RED** marked portion of the sketched Map/s annexed hereto and which property is described in more details in the Schedules described briefly hereinafter in this paragraph and which schedules are written in details hereunder at an agreed total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** plus GST as applicable, out of which Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) plus GST as applicable, has been paid by the Purchaser therein and herein to the Developer therein and herein as per above detailed agreement for sale dated \_\_\_\_\_ executed between the Developer and the Purchaser therein and herein and the balance sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) plus GST as applicable, has been paid by the purchaser to the developer on or before execution of these



presents. The full payment thus made by the Purchaser herein on or before the execution of these presents is being acknowledged through the Memo of Consideration by the Developer enclosed hereunder (and which memo is part and parcel of this document). The said schedules as referred to herein in this paragraph are as follows:

**FIRST SCHEDULE:**

Detailed Schedule of the land of the “said property” upon which is situated the building which houses the Purchaser’s Flat and upon which the Purchaser shall enjoy proportionate (to the area of the Flat) undivided impartible right title and interest

**SECOND SCHEDULE:**

Schedule of the Flat as allotted to the Purchaser herein

**THIRD SCHEDULE:**

Schedule of the common areas, facilities and amenities provided in the Building and premises housing the Purchaser’s Flat of which the Purchaser will enjoy undivided impartible right title and interest proportionately to his/her/their share of the Flat area

**FOURTH SCHEDULE:**

Schedule of the common expenses to be borne by the Purchaser in proportion to his share of the common facilities amenities and areas;

**AND WHEREAS** after completion of construction of the building as per the sanctioned Building Plan and Permit No: 2014100148 dated 19.09.2014 and further sanctioned under Rule 26 (2A) and (2B) and approved by the Executive Engineer (C) /Bldg dated 13.07.2018 of the Kolkata Municipal Corporation, and thereafter re-sanctioned U/S 394 being permit number 2021100127 dated 07.01.2022 of the Kolkata Municipal Corporation read with further sanctioned addition alteration plans of the KMC, the building was named as “SANJHBATI”.

**AND WHEREAS** in pursuance of the said Agreement for the sale executed and notarized on \_\_\_\_\_, the developer who is the Second Part herein has executed constructed and completed the said building as per the Building Permit No: 2014100148 dated 19.09.2014 of the Kolkata Municipal Corporation and further sanctioned under Rule 26 (2A) and (2B) and approved by the Executive Engineer (C) /Bldg dated 13.07.2018 of the

Kolkata Municipal Corporation, and thereafter re-sanctioned U/S 394 being permit number 2021100127 dated 07.01.2022 of the Kolkata Municipal Corporation [Hereinafter referred to as the said building plan] and the said flat as mentioned in the above referred agreement for sale together with all the common parts and facilities and/or amenities therein and also have received Construction Completion Certificate from the Architect in charge of the project and have subsequently on the basis of that applied to the Kolkata Municipal Corporation for issuance of "Completion Certificate" and have effected house drainage completion connection and applied for and got municipal water supply to the newly completed building as well as applied for and obtained common electric meter to the said newly constructed building named "SANJHBATI" i.e. in other words the Developer have completed construction of the building housing the Purchaser's Flat as per the agreed to specifications outlined in the Agreement for the sale executed and notarized on \_\_\_\_\_ and in accordance to the sanctioned building plan/s and also made it occupiable/habitable and the Purchaser has from time to time made full payment on account of the impartible proportionate undivided share or interest in the land comprised in the premises and on account of cost of construction of the said flat under the said agreement to the Owner/Vendor [through the Developer as explained aforesaid] and to the Developer/Confirming Party herein respectively.

**AND WHEREAS** the Purchaser has now approached the Developer/Confirming Party herein and through the Developer, the Owner/Vendor herein to cause to be sold transferred and conveyed of the said flat together with the impartible proportionate undivided share or interest in the land comprised in the said premises and together with the facilities and amenities provided therein together with the proportionate impartible undivided share in common areas, common portions and common facilities and common amenities thereof and the Developer/Confirming Party together with the Owner/Vendor has agreed to cause to sale, transfer, convey of the same up to the Purchaser herein at a total consideration of Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_] only plus applicable taxes.

**1. NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement for Sale executed & notarized on \_\_\_\_\_ by and between the parties thereto and hereto and in consideration of the sum of Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ only] plus taxes as applicable, being price of the constructed flat bearing no: "IVA mentioned in plan as type E" situated on the Fourth floor Road facing of the newly constructed building

at 34D, Charu Chandra Avenue, P.S. Charu Market, Kolkata - 70033, having 1480 Sq.Ft super built-up area, with undivided proportionate and impartible share in the land described in the first schedule written hereunder paid by the purchaser to the Developer herein and the Owner/Vendor herein [through the Developer as explained hereinbefore] and the Developer herein and the Owner who is the Vendor herein do hereby admit and acknowledge and from payment of the sum as aforesaid release, discharge and acquire unto the Purchaser undivided proportionate and impartible share in the land described in the first schedule written hereunder and the said Fourth floor space being flat no: "IVA mentioned in plan as type E" described in the second schedule hereunder written and the proportionate impartible share of the common areas and facilities described in the Third schedule written hereunder AND the Vendor and the Developer/Confirming party herein do hereby sale, convey, transfer, assign and assure unto the Purchaser **ALL THAT** an undivided proportionate impartial share and interest in the total land described in the first schedule hereunder written and absolute right, title and interest in the said Fourth floor flat space being flat no: "IVA mentioned in plan as type E" Road facing of the building measuring about 1480 Sq.Ft, super built-up area described in the second schedule hereunder written and as shown in "**RED**" market portion of sketch map annexed hereto and impartible proportionate share and interest in the common areas facilities described in the third schedule hereunder written **SUBJECT TO** the Purchaser having and performing the covenants and agreements contained herein below and hereunder written **AND** reversion or reversions, reminder or reminders and the rents, issues and profits in connection with the said undivided proportionate share in the land and in the constructed space and all the said right, title, interest, claim and demand whatsoever of the Vendor into or upon the undivided proportionate share in the entire land and in the said flat and all other benefits and rights, herein comprised and herewith granted, sold, conveyed, transferred, assigned and assured and expressed or intended so to be and part or parts thereof respectively together with other right, liberty and appurtenance whatsoever unto the purchaser free from all encumbrances, trust, liens and attachments whatsoever **AND TOGETHER WITH** the easement and quasi-easement and stipulations and provision in connection with the beneficial use and enjoyment of the said undivided proportionate impart able share of the entire land and the said portion of the Fourth floor flat space being flat no: "IVA mentioned in plan as type E" in the building by the respective co-owners and lawful occupiers of the building and/or the said undivided proportionate impart able share in the entire land and **TO HAVE AND TO HOLD** the said undivided proportionate impartible area in

the said land and the said portion of the Fourth floor space being flat no: "IVA mentioned in plan as type E" and all other benefits and right hereby granted, sold conveyed transferred, assigned and assured and every part or parts thereafter absolutely and forever subject to the purchaser paying and discharging all taxes and imposition in the said portions of the Fourth floor flat space being flat no: "IVA mentioned in plan as type E" wholly and the common expenses proportionately and all other outgoings in connection with the said flat/shop/CPS/unit wholly and the said land, building and in particular common portions proportionately.

**2. The VENDOR and the DEVELOPER/CONFIRMING PARTY HEREIN do hereby covenant with the PURCHASERS as follows: -**

1. Interest which the Vendor and the Developer/Confirming Party herein do hereby professed to transfer subsist and that the vendor and the Developer/Confirming Party herein have the right, full power and absolute authority to grant, sale, convey, transfer assign and assure unto the purchasers the said undivided proportionate share in the said land and said flat and undivided user's interest in common parts.
2. It shall be lawful for the Purchaser from time to time to enter into and upon and to hold use and enjoy the said share in the said land and the said Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" and every part thereof and to receive, rents, issues and profit thereof without any interruption, disturbance, claims or demands whatsoever from or by the vendor or from any person or persons claiming through under the Vendor or any trust and liens by the Vendor and free and clear from and against all manner of encumbrances including trusts, liens and attachments whatsoever save only those are expressed mentioned herein.
3. The Vendor and Developer/Confirming Party herein from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchasers acknowledge to make, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said share in the said land and the said portion of the Fourth floor flat space being flat no: "IVA mentioned in plan as type E" in the said building in the manner as aforesaid.
4. The Vendor and Developer/Confirming Party herein shall unless prevented by fire or more other irresistible force from time to time and at all times hereafter upon ever reasonable request and at the costs of the purchaser produce or cause to be produced to the purchaser or to his

attorney or authorized agent or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deed/s in their possession in connection with the said land and also shall at the like request and costs of the purchaser deliver to the purchaser such attested or other copies of extracts there from as the purchaser may reasonably require and will in the meantime unless prevented as aforesaid keep the same safe, unobliterated and uncanceled.

5. The Vendor and Developer/Confirming Party herein shall not do anything or make any grant for term whereby the rights of the Purchaser described herein may be prejudicially affected and shall do all act as be necessary to ensure the rights available to the purchaser as the purchaser and as co-owner [as described herein] from the other co-owners.
6. The Vendor and Developer/Confirming Party herein shall duly fulfil and perform all their respective obligations and covenants elsewhere herein expressly contained.
7. The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages, whatsoever belonging or in any way appertaining to the said portion of the Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" in the said building on the said property or therewith held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter full specified:
  - A]. The right or protection of the said constructed space from all parts of the said building so far as they now protect the same.
  - B]. The right to own and use the common portion jointly with all other co-owners.
8. The Owner/Vendor has not concealed or suppressed any materials defects in the title.

3. **THE PURCHASER do hereby covenant with THE VENDOR and DEVELOPER/ Confirming Party HEREIN as follows:**

1. To observe, fulfil and perform the covenants hereunder written including those for the common purposes as described in the third schedule hereunder written and shall regularly and punctually pay and discharge all taxes and expenses, proportionately and other outgoing in connection with the said portion of the Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" in the said building wholly and in connection with the said land and the building and in particularly the common portions proportionately.

- 2.** To contribute and pay the proportionate share of expenses and outgoing as will be determined by the Association of all co-owners as more specifically mentioned in the fourth schedule hereunder written.
- 3.** To pay both Owners' and Occupiers' share of Municipal rates and taxes levied on the said portion of the Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" in the said building and proportionately on the said land and/or the said building and exclusively pay all charges for electricity telephone and other facilities utilized in the said constructed space.
- 4.** The purchasers shall do the following in connection with use and enjoyment of the said Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" in the said building on the said property and undivided proportionate impartible share in the entire land and common areas and facilities:
  - A.** To keep at his own costs and expenses the said Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" in the said building and every part thereof and all fixtures and fittings therein or exclusively therefore comprised therein property painted and in good repairs and in neat and clean conditions and as decent and respectable place for residential purpose only.
  - B.** Use the said Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" and common facilities and areas carefully peaceably and in the manner reasonably indicated herein and/or in accordance with the rules that may be framed by the co-owners and/or statutory body/s for the use thereof.
  - C.** Use all paths, passages, and staircase only for the purpose of egress to the constructed space and ingress and for no other purpose whatsoever unless permitted in written by the other co-owners of the flat owners' association, if formed.
  - D.** Make all additions and alterations as may be required to be made in the building or any part thereof on the requisition of the Government or Kolkata Municipal Corporation or other statutory body otherwise in co-operation with the purchasers and/or co-owners of other flats at his own costs wholly in case it relates to the said constructed space and any part thereof and proportionately in case it relates to the other flats and/or the common parts and similarly to pay all betterment fees and other similar fees and/or penalties which are required to be paid by the vendor and/or purchasers and/or other co-owners with regard to the building and/or user thereof including the charge of user.
  - E.** Keep the said constructed space in good state of repair and condition.

- F.** Join the flat-owner's association if and/or as and when formed from amongst the flat owners of the said building by the Developer and agree to abide by its byelaws and decisions.
- G.** Permit the said flat-owner's association and/or till its formation the Developer and its surveyor(s) or agent(s) with or without workmen at all reasonable times and upon 48 hours previous notice in writing to the purchaser to enter upon the constructed space and every part thereof to view the state and conditions found there and to give notice to the purchaser to repair the same.
- H.** Within 15 days after the date of delivery of every such notice as aforesaid, to repair and make good all such defects, decays and want of repairs to the said Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" in the said building at the cost of the purchaser.
- I.** Allow all the co-owners in the said building the unobstructed and unhindered right of easement and/or quasi-easements in the common portions of the said building.
- J.** Apply for and have the said Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" in the said building separately assessed for the purpose of assessment of municipal rates and taxes in so far as the same are allowable in law and shall also apply for and obtain mutation in his name as purchaser and/or co-owner in the relevant municipal and/or other land records.
- K.** Bear and pay municipal and all other rates and taxes and imposition including urban land tax, etc. in respect of the housing complex, proportionately and the said Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" wholly on and from the date of possession of the said constructed space distinguished as flat no: "IVA mentioned in plan as type E" in the said building.
- L.** This Association of co-owners and/or till its formation, the developer, shall manage, maintain and control the common portion and do all other acts, deeds and things as be necessary of expedient for the common purpose and for that the purchasers shall co-operate with the other co-owners and/or the association and/or the developer as the case may be and contribute to pay every month a fixed amount as may be decided by the said association of co-owners and/or developer as the case may be towards the common expenses within seven days of the other owners and/or the association and/or the developer [as the case may be] leaving its bill for the same in the said constructed space being flat no: "IVA mentioned in plan as type E" and/or at the above address of the purchaser.

- M.** In case of default in making the said payment by the purchaser, the co-owners and/or the association and/or the developer as the case may be shall be entitled to withhold all such utilities and/or facilities and/or services [for which such bill may have been raised] to the purchasers till that time the purchasers continue to remain in default and/or demand and realize all amounts for the time being due and payable by the purchaser herein from any occupant of the said flat bearing no: "IVA mentioned in plan as type E" or any part thereof.
- N.** Not to interfere with in any manner or obstruct the aforesaid right of the other co-owners and/or the association and/or the developer as the case may be and shall not make any demand for losses or damage in connection therewith.
- O.** Observe and abide by the rules and regulations and bye-laws to be framed from time to time by the co-owners and/or the associations, if formed, for the common purpose and for quiet and peaceful enjoyment of common portions as the co-owners or the association, if formed, may consider reasonable, but not inconsistent with the provisions contained herein.

**4. It is hereby further agreed by and between the VENDOR/OWNER and the DEVELOPER/ Confirming Party HEREIN and the PURCHASER as follows: -**

- a.** The aforesaid undivided proportionate share or interest in the said land comprised in the said premises shall always remain impartible.
- b.** The aforesaid undivided proportionate share or interest of the common areas spaces amenities in the said building & said premises shall always remain impartible.
- c.** The PURCHASER shall not do any one or more of the following things:
  - I.** Cause any nuisance and annoyance to the co-purchasers and/or occupants of other portions of the said building and/or flats.
  - II.** Use or allow to be used the said portion for any purpose other than those mentioned in this Indenture and in particular not to use the same for any hotel, nursing home, boarding house, manufacturing purpose, save with the consent in writing of the association has obtained.
  - III.** Decorate or paint or otherwise alter the exterior or the said portion/space or common areas and facilities of the same building in any manner save in accordance with the general scheme thereof as specified by the association.



- IV.** Do anything whereby the other co-purchaser/s and/or occupants of other portions in the said building is/are obstructed or prevented from enjoying, quietly, peacefully exclusively their respective flats and jointly of the common areas and facilities.
- V.** Claim any right of absolute ownership in any other part of the said building save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said Fourth floor constructed space being flat no: "IVA mentioned in plan as type E" in particular.
- VI.** Claim any portion or sub-division in respect of the common portions in the said building and/or situated within the said premises.
- VII.** Obstruct the other co-owners in the said building or members of the flat owners association, if formed, or till its formation the developer in their/its acts relation to the common purpose.
- VIII.** Injure or harm the common portions or any other flat/s and/or space/s in the building either by mistake or on purpose and/or make any alteration or withdraw any support or otherwise.
- IX.** Alter any outer portion or elevation or colour scheme of the said unit or the building without the prior consent in writing of the other co-owners or association [if formed] had obtained.
- X.** Affix any wires, cables, pipes etc. from or through any of the common portion or other units save in the manner as expressed mentioned herein or permitted in writing by the other co-owners or the association, [if formed]
- XI.** Use or permitted to be used of the roof in any manner which can harm the building and/or disturb the peace of other co-owners and/or the other occupants in the said building specially not to use or let the same to be used for any illegitimate illegal and/or immoral activities.

**AND** the Developer/Confirming Party herein do hereby confirm and concur that it has completed the construction of the said Fourth floor flat space being flat no: "IVA mentioned in plan as type E" having super built area of 1480 Sq.Ft in the said building situated on the said property and has delivered possession thereof unto the Purchaser in completely habitable/occupiable/usable and acceptable condition and the Vendor and Developer/Confirming Party herein have full right and absolute authority to transfer/convey the same unto the Purchaser and the Purchaser has accepted delivery of possession of the Flat purchased by him and detailed elsewhere herein in terms of the Agreement for sale dated \_\_\_\_\_ as well as these presents and the Purchaser having accepted such delivery of possession of the said property being transacted by these presents and

detailed in the Second Schedule written hereinafter also confirmed and concurred this sale.

**THE FIRST SCHEDULE REFERRED TO ABOVE:**  
**(SCHEDULE OF LAND, PREMISES)**

**ALL THAT** the pieces or parcels of Revenue redeemed Land containing an area of about 2 Cottah 12 Chittack 36 Sq.Ft or a little more or less with a one storied brick built messuage tenement hereditament and dwelling house thereon measuring more or less 1406 Sq.Ft built up area, situated lying at and being municipal premises number 34D, Charu Chandra Avenue, previously known as the then premises No: 10/34D, Charu Avenue which was originally created and known as premises 34D, formed out of the premises No: 41, Russa Road South, then Police Station Tollygunge, within municipal ambits of then Calcutta Corporation, together with certain rights on the 3' 6" wide passage on the south east thereof, being KMC Assessee No: 110810200686, present police station Charu Market, sub registry office Alipore, Kolkata: 700033 falling under the municipal ambits of the Kolkata Municipal Corporation ward No: 81, being butted and bounded in the following manner:

ON THE NORTH BY: Partly by plot No: 62/3A Tollygunge Road and partly by plot No: 35 Charu Chandra Avenue;

ON THE SOUTH BY: Partly by 3'6" wide passage and partly by plot No: 34C Tollygunge Road & Partly by plot No: 34C/1 Charu Chandra Avenue;

ON THE EAST BY: Plot No: 34B, Charu Chandra Avenue;

ON THE WEST BY: Tollygunge Road.

**THE SECOND SCHEDULE REFERRED TO ABOVE:**  
**(SCHEDULE OF ALLOTTED FLAT)**

**ALL THAT** the one number of self contained flat with private open terrace to be completed as per the Schedule "C" written hereunder measuring more or less a Super built up of **1480** Square feet being flat No "**IVA** mentioned in plan as type E" on the Fourth Floor of the proposed building to be constructed in accordance to the Sanctioned Building Permit No: 2014100148 dated 19.09.2014 of the Kolkata Municipal Corporation (read together with further sanction under Rule 26 (2A) and (2B) and approved by the Executive Engineer (C) /Bldg dated 13.07.2018 and thereafter re-sanctioned U/S 394 being permit number 2021100127 dated 07.01.2022 of

the Kolkata Municipal Corporation and any further Sanctioned Plan/s) together with impartible proportionate undivided share or interest in the land, including proportionate right title and interest over the common facilities, common service, all fixtures, sanitary and electrical installation and fittings either already situated or to be situated and lying at the land of the premises detailed in Schedule "A" written hereinabove.

**THE THIRD SCHEDULE REFERRED TO ABOVE:**  
**(COMMON AREA AND FACILITIES)**

Common Areas and Facilities shall mean all those areas, passages and facilities situated outside the Net Area of the Flat purchased by the Purchaser but within the Land Area (within which is situated the building which houses the Purchasers' Flats) which is necessary for the enjoyment of the flat/s by the Occupier/s thereof. They are as follows: -

- A. Entrance Corridor on Ground Floor
- B. Pump Room with Pump Motor
- C. Stair Case with Stair Way
- D. Landing and Corridor on each Floor
- E. Stair Room/Mounting Room above Roof Level
- F. Passage Leading to Stair Way on Ground Floor
- G. Semi-underground Reservoir Tank(s)
- H. Overhead Water Reservoir(s)
- I. Water ways including Main Ferrule, water supply to be provided by KMC water supply department
- J. Common Electric Meter with corresponding Main Switch with electrical room (if provided)
- K. Security Lights in and around the Building
- L. Boundary Walls with Pillars and gates/railings on boundary limit
- M. Main Gate & other gates to the Entrance of the Building
- N. Sewer and Soil Line with Pits and Master Trap within the Main Premises within which the Building is situated
- O. Final roof(s) of the Building with guard/parapet walls/railings.
- P. Lift Well with lift and all allied gadgets with the lift machine room
- Q. CCTV surveillance cameras at various common points with allied wires DVR and other gadgets
- R. Intercom machine and wires (but not the individual apartments' sets) with the common telephone set in the security booth.
- S. Generator with allied accessories (if the same is installed)
- T. Common toilet on ground floor and / or final roof of the building (if provided).
- U. All mandatory open spaces.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

The nominee of the Developer, i.e. the Purchaser herein shall regularly and punctually pay proportionate share of the common expenses as fully described herein below : -

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The expenses of maintaining, repairing redecorating etc. of the main structures, roof with parapet walls and/or fittings, gutters and pipes of the building, tube-well, motor pumps, water pipes, and installations in, under or upon the building; entrances passage, landing and stair-case of the building; boundary walls of the building compound, the costs of cleaning and lighting the passage, landings, stair-cases and other parts of the building which are to be enjoyed or used by the co-owners and/or other occupants [in the said building] in common as aforesaid.
- c) The salary of all persons employed for the common purposes including caretaker, security personnel, sweepers, mistries etc.;
- d) All charges and deposits for supplies of common utilities to the co-Owners in common;
- e) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchaser;
- f) Cost of the Insurance Premium of the building
- g) Costs of formation and operating the Association;
- h) Costs of running, maintenance, repairing and replacement of lift / elevator and other common installations including their license fees, taxes and other levies, if any
- i) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- j) Electric charges for the electricity energy consumed for the operation of common services;
- k) Such other expenses, taxes, rates and other levies as are demanded by the Developer/Confirming Party or after formation of "Apartment Owners' Society or Association" by such society or association which are necessary or incidental for the maintenance and up-keep of the

building in general and/or common areas and facilities in particular and liable to be paid by the co-Owners / users in common.

**MEMORANDUM OF CONSIDERATION**

**RECEIVED** a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) + GST as applicable, totalling to Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as full payment of the Consideration Money payable under these presents, from the above named **PURCHASER** in respect of the flat mentioned in **SCHEDULE-“B”** hereinabove as per memo below:-

**MEMO:**

Particulars of the Consideration	Amount (Rs.)
<b>TOTAL AMOUNT</b>	

*(Rupees \_\_\_\_\_) only, including GST as applicable*

**Witnesses:**

**(1)**

\_\_\_\_\_  
(Signature of the **DEVELOPER/SECOND PART**)

**(2)**

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year above written.

**SIGNED, SEALED AND DELIVERED**

**At Kolkata in the presence of:**

**WITNESSES:**

1.

\_\_\_\_\_  
(Signature of the **FIRST PART**)

2.

\_\_\_\_\_  
(Signatures of the **SECOND PART**)

\_\_\_\_\_  
(Signature of the **THIRD PART**)

**Drafted by:**

\_\_\_\_\_  
**(Tapendra Mohan Biswas)**  
Advocate, Calcutta High Court,  
Enrolment No: WB / 406 /95

**Computer typed by:**

\_\_\_\_\_  
**(A.Deb)**  
31/C, Sreemohan Lane, Kolkata-700 026