

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day
of ,Two Thousand Twenty Three (2023);

B E T W E E N

(1) **SRI SANJAY KANSAL**, (PAN: ACKPA0003H), AADHAR NO. 727065005794) son of Late M.P. Kansal, by faith – Hindu, by Nationality – Indian, by occupation – Business and (2) **MRS. SANTOSH KANSAL**, (PAN: AJOPK0887A), AADHAR NO. 815252992059, wife of Sri Sanjay Kansal, by faith – Hindu, by occupation – Business, by Nationality – Indian, both are residing at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, District North 24-Parganas, (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean include their heirs, executors, administrators, legal representatives successors & assigns) duly represented by their Constituted Attorney **SILVER VILLA CONSTRUCTIONS PVT. LTD.** PAN: AALCS5185L a Company incorporated under Companies Act, 1956 and having its registered Office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073, represented by one its Director **SRI SANJAY KANSAL**, (PAN: ACKPA0003H) & AADHAR NO. 727065005794 son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048 by a Development Power Of Attorney on 13^h day of March, 2023 registered in the office of the ARA-II and recorded in Book No.I, Volume no. 1902-2023, Pages from 109514 to 109532, being no. 190203332 for the year 2023, hereinafter called and referred to as the **OWNERS/ VENDORS** (which term or expression shall

unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED (PAN: AALCS5185L) a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073, represented by its one of the Director **SRI SANJAY KANSAL, (PAN: ACKPA0003H & AADHAR NO. 727065005794)** son of Late M P Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048, hereinafter called and referred to as the **“DEVELOPER/ CONFIRMING PARTY”** (which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors-in-interest and/or assigns) of the **SECOND PART**.

A N D

_____, (PAN :- _____ & AADHAAR NO. _____) son of _____ by faith - Hindu, by Nationality – Indian, by occupation - _____, residing at _____, Kolkata – _____, hereinafter called and referred to as the **“PURCHASER”**

(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Tarun Ghose purchased a piece a parcel of land vacant revenue free land measuring about an area 6 Cottahs 7 Chittacks lying and situated at being Plot No.50, of the surplus land in the Paikpara Re-Housing scheme of the Calcutta Improvement Trust formed out of a portion of Municipal premises No.16, Paikpara Road, now known and numbered as Premises No.57, Paikpara Row, under Ward No.004, within the Limit of Kolkata Municipal Corporation, Police Station – Chitpur, from Sushil Chandra Chatterjee son of Late Bishnu Chandra Chatterjee by an indenture dated 14th day of March 1956 duly registered in the office of the Sub-registrar office at Sealdah and recorded in Book No.I, Volume No.13 Pages from 87 to 92 Being No.630 for the year 1956.

AND WHEREAS the said Tarun Ghose further purchased and adjacent Plot of land measuring about an area 3 Cottahs 15 Chittacks 22 sq.ft. lying and situated at 47, Paikpara Row under Division – I, Sub-Division – 17, Holding No.97, Touzi No. 1298 /2833, Plot No.64 of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, Ward No.004, within the Limits of Kolkata Municipal Corporation, P.S. – Chitpur from Rameswar Shah son of Late Khedu Shah, Sitaram Shah son of Rameswar

Shah, Smt. Radha Shah wife of Rameswar Shah, Ram Prasad Saha son of Late Samiran Saha, Bhola Nath Shah son of Ram Prasad Shah, Smt. Kamli Shah, wife of Ram Prasad Shah, Sri Ram Shah, son of Late Samiran Shah, Lalji Shah, Jiyut Lal Shah and Sukumar Shah all son of Sri Ram Shah, Sabitri Shah wife of Sri Ram Shah, Laxmi Narayan Shah and Subhas Chandra Shah both son of Jagneswar Shah and Sm. Dulali Shah wife of Jagneswar Shah and the said Deed was confirmed by Jiban Krishna Maity son of Late Parameswar Maity by an Indenture dated 26th day of July, 1961 duly registered in the office of Sub-registrar office at Sealdah and recorded in Book No.I, Volume No.43 Pages from 160 to 172 Being No.1994 for the year 1961.

AND WHEREAS the said Tarun Ghose recorded his name before the Kolkata Municipal Corporation and pay rates and taxes regularly to the concerned authority.

AND WHEREAS the said Tarun Ghose being the sole and absolute owner and sized and possessed well sufficiently entitled to inter-alia **ALL THAT** piece and parcel of bastu land measuring about an area 10 Cottahs 6 Chittacks 22 sq.ft. situated at Premises No. 57, Paikpara Row and 47, Paikpara Row under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata

Municipal Corporation, and enjoying the right title and interest thereof free from all sorts of encumbrances.

AND WHEREAS the said Tarun Ghose constructed a two storied building upon the said plot of land.

AND WHEREAS the said Tarun Ghose had sold, transferred and conveyed plot of land measuring about 2 Cottahs 8 Chittacks 27 sq. ft. out of 3 cottahs 15 chittacks 22 sq. ft. along with a tiles shed structure measuring about 100 sq. ft. lying and situated at being a part of premises no. 47, Paikpara Row, Division -1, sub division -17, Holding No. 97, Touzi No. 1298/2833 being plot no. 64, under Ward No.4, within the area of Kolkata Municipal Corporation, P.S. – Chitpur, Kolkata – 700 037 to Subhas Roy by an Indenture dated 13th day of August, 2002 duly registered in the office of the ARA –I, Kolkata and recorded in Book No.I, Volume No.8, pages 1 to 29, being no. 275, for the year 2003.

AND WHEREAS the said Tarun Ghose being the Owner of all that piece or parcel of land measuring about 6 Cottahs 7 Chittacks along with two storied building lying and situated at Premises No. 57, Paikpara Row, and also being the Owner of the adjacent plot of land measuring about 1 Cottahs 6 Chittacks 40 Sq.ft lying and situated at Premises No. 47, Paikpara Row, Ward No. 004, within the limits of Kolkata Municipal Corporation, P.S. Chitpur, Kolkata – 700037, District – South 24

Parganas and enjoy the right title and interest thereof free from all sorts of encumbrances.

AND WHEREAS the said Tarun Ghose as the absolute owner of the aforesaid two adjacent Premises being Premises No 57, Paikpara Row, Kolkata – 700037 and 47, Paikpara Row, Kolkata – 700037, got the same Amalgamated into one single Premises No. 57, Paik Para Row, vide Amalgamation Order, dated 16.05.2003, under KMC Amalgamation Case No. M/004/16-Apr-03/36 and Assessee No. 110041001203.

AND WHEREAS the said Tarun Ghose, son of Anu Ghose passed away on the 03rd day of May, 2006 after publishing his last Will and Testament, dated 21st February, 2002, which was duly proved and granted probate by the District Delegate, Sealdah, South 24 Parganas, in Probate Case No. 22 of 2006. In term of the last Will and Testament dated 21st February, 2002, of Tarun Ghose since deceased, his wife Smt. Chaya Ghose was executrix and beneficiaries of the properties left behind by Tarun Ghose since deceased including all that piece and parcel of revenue free land 7 Cottahs 13 chittacks 40 sq.ft little more or less along with two storied building lying and situated at being Premises No. 57, Paikpara Row, P.O. – Belgachia, P.S. – Chitpur, Ward No. 04 within the limits of Kolkata Municipal Corporation, Kolkata- 700037.

AND WHEREAS the said Chaya Ghose being the owner and seized and possessed well sufficiently entitled to inter-alia all that piece and parcel of revenue free land 6 Cottahs 7 chittacks little more or less along with two storied building lying and situated at Premises No. 57, Paikpara Row, P.O. – Belgachia, P.S. – Chitpur, Ward No. 04 within the limits of Kolkata Municipal Corporation, Kolkata- 700 037, District South 24 Parganas had gifted the same to her son namely Tilok Ghose by a Deed of Gift dated 15th day of March, 2018 duly registered in the office of the District Sub Registrar – III, Alipore South 24 Parganas and recorded in Book No. I, Volume No - 1603-2018, Page No: 37842 to 37861, being no. 1170, for the year 2018.

AND WHEREAS the said Chaya Ghose died intestate on 13.04.2018 and after her death the residuary of the property including a plot of land measuring about an area 1 Cottah 6 Chittacks 40 sq.ft, more or less lying and situated at 57, Paikpara Row, previously known as 47, Paikpara Row, under Division – I, Sub Division – 17, Holding No. 97, Touzi No. 1298/2833, Plot No. 64 of the Paikpara Re-Housing Scheme of the Kolkata Improvement Trust, Ward No. 004, within the limits of Kolkata Municipal Corporation, P.S. Chitpur, District- South 24 Parganas, left by Smt Chayya Ghose belong to her son namely Tilok Ghose alone and exclusively, as per last Will and Testament dated 21st February, 2002, of

Tarun Ghose, which was duly proved and granted probate by the District Delegate, Sealdah, South 24 Parganas, in Probate Case No. 22 of 2006.

AND WHEREAS the said Tilok Ghose became the sole and absolute owner seized and possessed of or otherwise well and sufficiently entitled to inter-alia **ALL THAT** piece and parcel of bastu land measuring about an area little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row under Plot No. 50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation and enjoying the right title and interest thereof free from all sorts of encumbrances.

AND WHEREAS the said Tilok Ghose mutated his name in the records of the Kolkata Municipal Corporation, vide Mutation case No: O/004/21-MAY-18/110658, dated 23.05.2018, being Premises no. 57, Paikpara Row, Assessee No. 11-004-10-0120-3, has been paying applicable rates and taxes regularly to concerned authority.

AND WHEREAS the said Tilok Ghose being the sole and absolute owner and seized and possessed of/or otherwise well and sufficiently entitled had sold, transferred and conveyed the same **ALL THAT** piece and parcel

of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation unto and in favour of **SRI SANJAY KANSAL & SMT. SANTOSH KANSAL**, by a deed of conveyance dated 12th day of Feb, 2020 duly registered in the office of the ARA- III, KOLKATA, and recorded in Book No.I, Volume No. 1903-2020, pages 55239 to 55281, being no. 190300846 for the year 2020 against a valuable consideration thereof free from all sorts of encumbrances.

AND WHEREAS the said **SRI SANJAY KANSAL & SMT. SANTOSH KANSAL** the owners/vendors herein became the joint owners and seized and possessed of/or otherwise well sufficiently entitled to inter-alia **ALL THAT** piece and parcel of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia,

P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation and enjoying the right title and interest thereof free from all sorts of encumbrances, which property is more fully and particularly mentioned, described, enumerated, provided and given at and under the **FIRST SCHEDULE** hereunder written and/or given.

AND WHEREAS the said **SRI SANJAY KANSAL & SMT. SANTOSH KANSAL**, the owners/vendors herein recorded their names before the Kolkata Municipal Corporation and pay rates and taxes regularly to the concerned authority.

AND WHEREAS the said **SRI SANJAY KANSAL & SMT. SANTOSH KANSAL**, the Owner/ Vendor being desired to construct promote, erect, develop and built a multi storied building and upon the said **ALL THAT** piece and parcel of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation (morefully and particularly mentioned

described, enumerated, possessed and given under the **FIRST SCHEDULE** hereunder written and/or given) or lying erected thereupon.

AND WHEREAS the **SRI SANJAY KANSAL & SMT. SANTOSH KANSAL**, the owners/ vendors herein obtained a building Sanctioned Plan for G+IV storied building vide Plan No. 2021010040, from the office of the Kolkata Municipal Corporation for the said construction, erection, development, building and promotion of a G+IV storied building.

AND WHEREAS the said Sri Sanjay Kansal and Smt. Santosh Kansal the Owners/ Vendors being desired to construct promote, erect, develop and built a multi storied building upon the said land property being **ALL THAT** piece and parcel of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sq.ft. alongwith structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation more fully and particularly mentioned, explained, enumerated, described and provided at and under the **FIRST SCHEDULE** hereunder written and/or given or lying erected thereupon and as such the said Owners/Vendors was in search of a person or firm

who can fulfill the said desire of the said Owners/ Vendors by constructing, erecting, promoting, building and developing a multi storied building upon the said premises.

AND WHEREAS the Silver Villa Constructions Pvt. Ltd. the Developer/ Confirming Party herein knowing the intention of the said Owners/ Vendors to develop the said property by erecting, building, developing, promoting and constructing a multi storied building thereupon in accordance with the plan sanctioned by the concerned authority of the said Kolkata Municipal Corporation and accordingly one Development Agreement was executed and registered on 13.03.2023 entered into by and between Owners/Vendors and the Developer/ Confirming Party herein as the terms, conditions, stipulations, provisions more fully described therein. The said Development Agreement was duly registered in the office of the ARA- II, and recorded in Book No. I, Volume no. 1902-2023, Pages from 109836 to 109869, being no. 190203328 for the year 2023 and after execution of the said development agreement the owner/ vendors also executed a registered Development Power Of Attorney on 13th day of March, 2023 in favour of **SILVER VILLA CONSTRUCTIONS PVT. LTD.** PAN: AALCS5185L a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073, represented by one its Director **SRI SANJAY KANSAL**, (PAN: ACKPA0003H) son of Late M.P. Kansal, by

faith - Hindu, by occupation - Business, by Nationality – Indian, residing at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata – 700048.

AND WHEREAS the said Developer/ Confirming Party herein as per the said agreements and others has constructed, erected, promoted, developed and built the G+IV storied building after demolishing the existing structures at and upon the **FIRST SCHEDULE** property hereunder written and/or given and as per the different allocations thereof the Owners/Vendors herein and the Developer/Confirming Party herein are enjoying the right, title and interest thereof free from all encumbrances.

AND WHEREAS the said Developer/ Confirming Party herein as per the said agreements and others has constructed, erected, promoted, developed and built the G+VII storied building at and upon the **SECOND SCHEDULE** property hereunder written and/or given and as per the different allocations thereof the Owners/Vendors herein and the Developer/Confirming Party herein are enjoying the right, title and interest thereof free from all sorts of encumbrances.

AND WHEREAS in terms of the said development agreement and the arrangement standing and/or existed by and between the Owners/Vendors herein and the Developer/Confirming Party herein upon

allocation and/or allotment inter-alia, is the sole and absolute Owners and seized and possessed of or otherwise well and sufficiently entitled to the Unit/Shop room and others being the subject matter of these presents more fully and particularly mentioned, described, explained, enumerated and provided at and under the **SEVENTH SCHEDULE** hereunder written and/ or given, as per the allocation and the allotment made at and under the said agreement for development and term and condition existing by and between the Owners/Vendors herein and the Developer/Confirming Party herein.

AND WHEREAS the Purchaser hereof having been satisfied with the free and unencumbered title of the Owners/Vendors herein as per documents produced before them and also being satisfied with the construction, erection, promotion, building and development of the said building/s lying erected and/or situated and lying at and upon and/or a part and parcel of the said **ALL THAT** piece and parcel of land measuring about **5 Cottahs 20 sq. ft.** more or less lying and situated at being Municipal Holding no. 122, S.K. Deb Road, Kolkata – 700 048 under Mouza – Dakshindari, J.L. No. 25, R.S. Dag No. 738, Khatian No.223, under R.S. Dag No. 739 & 740 under Khatian No. 203, Re: Sa. No.6, Touzi No.1298/2833, Ward No.31 within the limits of South Dum Dum Municipality, P.S. – Dum Dum now Lake Town, Kolkata – 700048, District – North 24-Parganas more fully and particularly mentioned, described,

explained, enumerated, provided and given at and under the **SECOND SCHEDULE** hereunder written and/or given and offered to the Owners/ Vendors herein a proposal for purchasing, owning, occupying, seizing and possessing the **SEVENTH SCHEDULE** property hereunder written and/or given **ALL THAT** one residential Flat **No.** _____ on the _____ **Floor** measuring about _____ **sqft.** super built up area more or less, of the building namely "**SILVER HERITAGE**" together with the proportionate share of land along with the other easement rights and others thereof and/or to use the common areas and common parts for a total price of **Rs.** _____ **/- (Rupees** _____ **)** only.

AND WHEREAS the developer/ confirming party herein as aforesaid accepted the proposal of the Purchaser herein and agreed to sell, convey, alienate, grant, demise, devise and provide the said **ALL THAT** one residential Flat **No.** _____ on the _____ **Floor** measuring about _____ **sqft.** super built up area more or less, of the building namely "**SILVER HERITAGE**" together with the proportionate share of land and the right of the common areas, common parts, benefits, amenities on the said **ALL THAT** piece and parcel of land measuring about **5 Cottahs 20 sq. ft.** more or less lying and situated at being Municipal Holding no. 122, S.K. Deb Road, Kolkata – 700 048 under Mouza – Dakshindari, J.L. No. 25, R.S. Dag No. 738, Khatian No.203, under Dag No.739 & 740 Re: Sa. No.6, Touzi No.1298/2833, Ward No.31 within the limits of South Dum

Dum Municipality, P.S. – Dum Dum now Lake Town, Kolkata – 700048,
 District – North 24-Parganas for a total price of **Rs.**_____/-
(Rupees _____) only more fully and particularly
 described in the **SEVENTH SCHEDULE** hereunder written and/or given
 free from all sorts of encumbrances, charges, liens, lispenses,
 demands, claims, hindrances, attachments, debts, dues, acquisitions and
 requisitions whatsoever without any interference, disturbance and
 obstruction whatever from any person whomsoever.

I. NOW THIS DEED OF CONVEYANCE WITNESETH THAT :-

In pursuance of the agreement and in consideration of the sum of
Rs._____/- **(Rupees _____)** only paid
 by the Purchaser herein to the developer/ confirming party herein the
 receipt whereof the developer/ confirming party herein doth hereby as
 also by the receipt and memorandum of consideration hereunder written
 and/or given admit and acknowledge and of the from the payment of the
 same and every part thereof the Owners/Vendors herein and the
 Developer/Confirming Party herein forever release discharge and acquit
 the Purchaser herein the said share and the properties and rights and
 appurtenants thereto and the Owners/Vendors herein and the
 Developer/Confirming Party herein doth hereby grant, sell, convey,
 transfer, assign and assure unto the Purchaser herein **ALL THAT** the
 undivided impartible proportionate share in the land contained under the
SECOND SCHEDULE hereunder written and/or given together with the

SEVENTH SCHEDULE hereunder written and/or given and to use the common areas more fully and particularly described under the **THIRD SCHEDULE** hereunder written and/or given in common with the co-Owners and/or occupiers of the said Building and together with the right and properties appurtenant thereto which are all thereafter as well as herein before collectively called “the said share and the properties and rights appurtenants thereto” and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the Owners/Vendors herein and the Developer/Confirming Party herein into or upon the said share and the properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchaser herein free from all sorts of encumbrances, trusts, liens, lispendenses and attachments whatsoever and together further with and subject to the easements or quasi-easements other stipulations and provision in connection with the beneficial common use and enjoyment of the premises the land the Unit/Shop room including the undivided impartible proportionate share by the Purchaser herein and the

co-Owners as mentioned under the **FIFTH SCHEDULE** hereunder written and/or given **AND TO HAVE AND TO HOLD** the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever subject to the Purchaser paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/Shop roomand/or the said share and the properties and rights appurtenant thereto wholly details whereof are more fully mentioned under the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereunder written and/or given.

II. THE OWNERS/VENDORS PARTY HEREIN AND THE DEVELOPER/ CONFIRMING PARTY HEREIN DOTH HEREBY COVENANT WITH THE PURCHASER HEREIN AS FOLLOWS :-

- A. The interest which the Owners/Vendors herein and the Developer/ Confirming Party herein do hereby profess to transfer, subsists and that Owners/Vendors herein and the Developer/ Confirming Party herein has the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the Purchaser herein the said share and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.

- B. It shall be lawful for the Purchaser herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said share and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance thereof without any interruption disturbance claim or demand whatsoever from or be the Developer/Confirming Party herein or the Owners/Vendors herein or any person or persons claiming through under or in trust for the Owners/Vendors herein or the Developer/Confirming Party herein unless otherwise expressly mentioned herein **AND** freed and declared from and against all manner of encumbrances, trusts, liens, lispenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are express contained herein.
- C. The Developer/ Confirming Party herein or the Owners/ Vendors herein shall from time to time and at all times hereafter upon every request and at the costs of the Purchaser herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said share and the properties and rights appurtenant thereto together

with the benefits and properties hereby granted to the Purchaser herein and in the manner aforesaid.

- D. The Developer/Confirming Party herein or the Owners/ Vendors herein and the Association upon its formation shall unless prevented by fire or some other irresistible from time to time and at all times hereafter upon reasonable request and the costs of the Purchaser herein produce or cause to be produced to the Purchaser herein or to their attorneys or agents or at any trial, commission, examination before any tribunal, board or authority for inspection or otherwise as occasion shall require the original title deeds of the premises (which are present in the possession of the Developer/Confirming Party herein, the Developer/Confirming Party herein or the Owners/Vendors herein) and also shall at the like request and costs of the Purchaser herein deliver to the Purchaser/s herein such attested or other copies or extracts there-from as the Purchaser herein may require and shall in the meantime keep the same safe un-obliterated and un-cancelled.

III. THE PURCHASER HEREIN DOTH HEREBY COVENANT WITH THE DEVELOPER/CONFIRMING PARTY HEREIN AS FOLLOWS :

- a) To observe fulfill and perform the covenant hereunder written and/or under the sale agreement save those thereof as have already been observed fulfilled and performed but including those

described under the **SIXTH SCHEDULE** hereunder written and/or given and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/Shop roomwholly and the common areas proportionately and all other outgoings in connection with the said Unit/Shop roomwholly and the building and particularly the common areas proportionately including the common expenses.

- b) That the Purchaser covenant with the Developer that according to the provisions laid down hereinbefore the Purchaser shall pay the full and final payment on or before registration of the property mentioned in the Seventh Schedule and the Purchaser shall not withheld the payment until completion certificate is issued. The Developer shall arrange the completion certificate at the earliest possible and the Developer shall issue possession letter on the day of registration.

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

- A. The said Unit/Shop room in terms hereof shall be considered completed and tenantable and vacant possession thereof shall be delivered by the Owners/Vendors herein and the Developer/Confirming Party herein with the execution of these presents to the Purchaser herein.

B. The Purchaser herein neither have nor shall claim from the Owners/Vendors herein and/or the other co-Owners any right title or interest in any other part or portion of the land and building **SAVE** the said share and the properties and rights appurtenant thereto and the said Unit/Shop room and the undivided impartible proportionate share and the benefits rights and properties sold and conveyed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ASSOCIATION : Shall mean a limited company society syndicate or Association of the co-Owners to be promoted for the common purposes.

COMMON AREAS : Shall mean all the common areas, facilities, amenities exactions, constructions and installations to comprised in the premises and/or the building more fully mentioned under the **THIRD SCHEDULE** hereunder written and/or given and expressed and/or intended by the Owners/Vendors and the Developer/ Confirming Party herein and the Developer/ Confirming Party herein for common use and enjoyment by the co-Owners.

COMMON EXPENSES : Shall include all outgoings and expenses to be incurred by the co-Owners for the maintenance management and upkeep of the building and the premises and/or expenses for the common purposes including those mentioned in the **FOURTH SCHEDULE** hereto but excluding those for the inner portion of the Unit/Shop room.

COMMON PURPOSES :Shall mean the purpose of managing and maintaining the building and the premises and in particular areas, collection and disturbances of the common expenses and dealing with the matters of common interest of the co-Owners and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Unit/Shop room exclusively and the common areas in common.

CO-OWNERS: Shall according to its context, mean all the person (including the Purchaser who have acquired or agreed to acquire or own Unit/Shop room in the building, including the Owners and the Developer for those Unit/Shop room not alienated not agreed to be alienated.

LAND :Shall mean the land comprised in the premises.

MAP : Shall mean the plans of the premises and the said Unit/Shop room.

BUILDING :shall mean the buildings as has been and/or constructed on the premises by the Developer/ Confirming Party herein and/ or the Owners/ Vendors herein, whatsoever the case may be.

PREMISES: Shall mean **ALL THAT** piece and parcel of land measuring about **5 Cottahs 20 sq. ft.** more or lesslying and situated at being Municipal Holding no. 122, S.K. Deb Road, Kolkata – 700 048 under Mouza – Dakshindari, J.L. No. 25, R.S. Dag No. 738, Khatian No.203, under Dag No.739 & 740 Re: Sa. No.6, Touzi No.1298/2833, Ward No.31 within the limits of South Dum Dum Municipality, P.S. – Dum Dum now Lake Town, Kolkata – 700048, District – North 24-Parganas together with

the said G+VII storied building constructed and/or erected at and upon the same and/or a part thereof more fully and particularly described under the **SECOND SCHEDULE** hereunder written and/or given and shall include the other building/s thereon, wherever the context so permits.

PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE

SHARE : Shall according to its context mean where it refers to the share of any co-Owners in the premises or the common areas or the common expenses such proportionate share as the super built area of the Shop rooms of such co-Owners be in proportions to the total super built up areas of all the Unit/Shop room in the building as has been and/or be constructed for time to time PROVIDED THAT where it refers to the share of any rates and/or taxes amongst the common expenses, then such share shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area rental income or user, then the same shall be shared on the basis of area rental income of the respectively Unit/Shop room by the co-Owners, respectively.

PURCHASER: Shall mean and include -

- a) If they be individual then their respective heirs, executors, administrators, legal representatives, nominee or nominees and/or assigns.

- b) If it be a Hindu Undivided family, then its members for the time being and their respective heirs, executors, administrators legal representatives and/or assigns.

SAID UNIT/FLAT: Shall mean the portion of the building described under the **SEVENTH SCHEDULE** hereunder written and/or given.

UNDIVIDED IMPARTIBLE PROPORIONATE SHARE: Shall mean the (with the part that the percent) undivided proportionate share in the land the common areas contained in the premises and/or the building, which shall always be impartible.

FLAT: Shall mean the spaces constructed in the building intended and/or occupied by any co-Owners.

DEVELOPER/CONFIRMING PARTY: shall include its respective successors-in-interest and/or assigns.

NOTE :

1. Singular shall include plural and vice-versa.
2. Masculine gender shall include feminine and neuter gender and vice-versa.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the entire property)

ALL THAT piece and parcel of bastu land measuring about an area a little more or less 7 Cottahs 13 Chittacks 40 sqft along with structure measuring about 1000 sq. ft. on the ground floor, and 1000 sq. ft. on the

first floor totaling 2000 sq. ft. super built up area lying and situated at Premises No. 57, Paikpara Row, under Plot No.50 & 64, of the Paikpara Re-housing Scheme of the Calcutta Improvement Trust, P.O. Belgachia, P.S. – Chitpur, Kolkata - 700037, under Ward No. 004, within the limits of Kolkata Municipal Corporation. The said land is butted and bounded in the manner following:

ON THE NORTH : Paikpara Row;
ON THE SOUTH : Plot No. 46A, Paikpara Row;
ON THE EAST : Plot No. 57, Paikpara Row of the said scheme;
ON THE WEST : Plot No. 48A, Paikpara Row of the said scheme;

THE THIRD SCHEDULE ABOVE REFERRED TO:
(THE COMMON AREAS)

1. Staircases on all the floors pertaining to the residential sections.
2. Stair cases and landing on all floors and the roof.
3. Common lobby/passage on each floor to the residential portions.
4. Tube-well.
5. Water pump, water tank, pipe connection and other common plumbing installation.
6. Drains Sewerages and all fittings and fixture of sanitary matters adjoining to the septic tank.
7. Pump house.

8. Meter Room.
9. Main gates and boundary walls.
10. Electrical equipments such as transformers (if needed to be set) electric wirings in the common place Generators and other fittings.
11. Underground water reservoir and its fittings.
12. **Lift** and Lift room.
13. In case the Developer/Confirming Party herein is in need to raise further construction he will be entitled to use the said common facilities to adjoin the rest portion with the present portions with the present common facilities without any objection and hindrance to be made by the Purchaser and in doing so the Purchaser herein will have no preferential right of claim of any such utilization of the common facilities services by the Developer/Confirming Party herein or its agent or the other person who would be further installed in the said premises in the further constructed portions.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(THE COMMON EXPENSES)

1. All costs of maintenance, operating, replacement, repairing, while washing, painting, decorating, re-decorating, rebuilding, re-

construction and lighting of the common areas of the building including the outer walls.

2. The salaries of all persons employed for the common purposes, including durwan/s, security personals, sweepers, plumbers, electricians, administrators etc., if any.
3. Insurance premium for insuring the building, if any.
4. All charges and deposits for supplies of common utilities to the Co-Owners in common.
5. Municipal tax, Multi-storied building tax, water tax and other levies in respect of the land and the buildings save those separately assessed on the Purchaser.
6. Costs of formation and operation of the Association.
7. Costs of running, maintenance, repairs and replacement pumps and other common installations including their fees, taxes and other levies (if any).
8. Electricity charges for the electrical energy/consumed for the operation of the common services.
9. All litigation expenses incurred for the common purposes and.
10. All other expenses taxes rates and other levies etc. as are deemed by the said Owners/Vendors herein to be necessary or incidental or liable to be paid by the co-Owners in common including such amount as he fixed for creating a fund for replacement,

renovation, painting and/or periodic repairing of the common areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(E A S E M E N T S)

The co-Owners shall allow to each other, the original Owners, the Developer/ Confirming Party herein and the Association, upon its formation the following rights, easements quasi-easements privileges, and/or appurtenances.

- i) The right of all common passages user and movement in all the common areas.
- ii) The right of passages of utilities, including, connection for telephones, television, pipes, cables etc. through each and every part of the building, including the said Unit/Shop room.
- iii) Right of support, shelter and protection of each portion of the building by other and or others thereof.
- iv) The absolute unfettered and unencumbered right over the common areas **SUBJECT TO** the terms and conditions herein contained.
- v) Such rights, supports, easements and appurtenants as are usually held used, occupied or enjoyed as part or parcel of the said share and the properties and rights appurtenant thereto and/or the said Unit/Shop room.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(COVENANTS)

1. TITLE AND CONSTRUCTION :

- 1.1 The Purchaser herein has/have examined the plans and the title of the premises and the development agreement the common areas and the facilities amenities fixtures and fittings provided or being provided in the building including, the said Unit/Shop room and have fully satisfied himself with regard thereto and the nature scope and extent of the benefits rights and interests provided to the Purchaser herein.

2. MUTATION TAXES AND IMPOSITIONS:

- 2.1 The Purchaser herein shall apply for and have the said Unit/Shop room and the said share and the properties and rights, appurtenant thereto separately assessed for the purpose of assessment of South Dum Dum Municipality rates and taxes if and in so far as the same are tenable in law and shall also apply for and obtain mutation of their names as Purchaser herein and/or co-Owners in the relevant South Dum Dum Municipality and other records.

- 2.1.1. In case the Purchaser herein fail to have such mutation or separation made despite being called upon to do so by the said Owners/Vendors herein and/or the Developer/ Confirming Party herein or the Association upon its formation then and in such

event the Owners/Vendors herein and/or the Developer/ Confirming Party herein or the Association shall be entitled to have the same effected at the costs and expenses of the Purchaser herein.

2.2 Until such time as the said Unit/Shop roomand the said share and the properties and rights appurtenant thereto be separately assessed and/or mutated in respect of South Dum Dum Municipality rates, taxes and impositions the Purchaser herein bear and pay to the Owners/Vendors and Developer/ Confirming Party herein or to the Association upon its formation such portion such South Dum Dum Municipality rates, taxes and imposition as be advised by the advocates having regard to the area, rental income and/or user of the said Unit/Shop roomand the properties and rights appurtenant thereto from time to time keeping in view the laws then prevailing.

2.2.1 Upon the separation and/or mutation of the said Unit/Shop room and the said share and the properties and rights appurtenant thereto for the purpose of assessment the liability of South Dum Dum Municipality rates taxes and impositions the Purchaser herein shall pay wholly such tax or imposition in respect thereof.

2.3 Besides the amount of such South Dum Dum Municipality rates taxes and impositions the Purchaser herein shall also bear and pay all other taxes and imposition including land revenue surcharges multi-storied building tax of any Urban land and Land tax if any, betterment fees water tax, etc in respect of the building proportionately and the said Unit/Shop roomand the said share and the properties and rights appurtenant thereto wholly.

2.4 Besides the amount of all such taxes and impositions the Purchaser herein shall also be liable to pay the share of the penalty, interest costs charges and expenses for and in respect of all or any of such rates taxes, impositions and outgoings, proportionately or wholly as the case may be.

3. **TITLE DEEDS:**

3.1 The original title Deed/s and Document/s of the premises shall always remain in the custody of the said Owners/ Vendors herein and/or the Developer/Confirming Party herein and/or the Association herein respectively and the Purchaser herein shall be entitled to take inspection and extract at his own costs as aforesaid.

4. **PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES:**

- 4.1 The Purchaser herein shall regularly and punctually pay the proportionate share of the common expenses.
- 4.2 All amounts to be deposited by the Purchaser herein in pursuance hereof and/or under the sale agreement shall be utilized only for the purpose for which the same has been made **SUBJECT HOWEVER** to be other provisions hereof.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(THE SAID UNIT/SHOP ROOM)

ALL THAT one residential **Flat No.** _____ on the _____ **Floor** measuring about _____ **sq. ft.** super built up area more or less, of the building namely "**SILVER HERITAGE**" together with the proportionate share of land as mentioned under the **SECOND SCHEDULE** hereunder written and/or given and further together with the proportionate share in the common parts and portions, common rights, facilities, utilities, amenities liabilities, common parts and portions, stair case and sanitary tank etc. together with permanent hereditary and absolute right to use and occupation together with all right of easements and quasi-easements, services and facilities attached thereof. The said schedule property has been delineated in the map or plan annexed with this Deed and has been marked with "**RED**" boundary coloured and the said map or plan is to be treated as the part of this Deed.

IN WITNESSES WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

EXECUTED AND DELIVERED by the **PARTIES** herein at Kolkata in the presence at :

WITNESS :

1.

SIGNATURE OF THE OWNERS/VENDORS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me:

UTTAM KUMAR SINGH

Advocate

Sealdah Court Complex,

Room No. 101, 1st Floor,

Kolkata-700014

Enrolment No. F/26/199/07

R E C E I P T

RECEIVED of and from the within-named Purchaser within mentioned sum towards the consideration for sale of the said share and the properties and rights appurtenant thereto in the land and other rights and the said Unit/Shop room more fully and particularly enumerated under the **SEVENTH SCHEDULE** hereunder written and/or given in pursuance of the sum of **Rs.**_____/- (**Rupees** _____) only.

M E M O O F C O N S I D E R A T I O N

Date	Ch. No.	Drawn on Bank	Amount (Rs.)
Total (Rupees) only Rs. /-

WITNESSES:

1.

SIGNATURE OF THE DEVELOPER

2.