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DEED OF CONVEYANCE

THIS INDENTURE is made on this the day of December, Two
Thousand Twenty Three (2023) A.D.

BETWEEN

For SANGITAA CONSTRUCTION




Proprietor

SRI SAURAV KHANDELWAL, (PAN : BGXPK5911N, AADHAAR NO. 972010219718), son of Sri Prem Narayan Khandelwal, by faith-Hindu, by occupation-Business, Nationality-Indian, residing at 10/16A, Siddhinath Chatterjee Road, Post Office – Behala, Police Station - Parnasree, Kolkata, West Bengal -700034, hereinafter called and referred to as the “**OWNER/VENDOR**” (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 **FIRST PART**. The Owner **Sri Saurav Khandelwal**, represented by his Constituted Attorney **SRI BAPI CHATTERJEE**, (PAN: ACHPC8691G, AADHAAR NO.4623 0733 5154), son of Sri Madhusudan Chatterjee, by faith-Hindu, by occupation-Business, Nationality-Indian, residing at 309E, Ho-Chi-Minh-Sarani, “Sangitaa Residency”, Block-“B”, Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061, sole proprietor of **SANGITAA CONSTRUCTION**, a Proprietorship firm, having its registered office at 309F, Ho-Chi-Minh-Sarani, “Sangitaa Residency”, 1st Floor, Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061, by virtue of a Registered Development Power of Attorney dated 22.06.2023 which was registered at the office of Additional District Sub-Registrar Behala and entered in Book No. I, Volume No. 1607-2023, Page Nos. 224547 to 224571, Being No. 07768 for the year 2023.

AND

SANGITAA CONSTRUCTION, a Proprietorship firm, having its registered office at 309F, Ho-Chi-Minh-Sarani, “Sangitaa Residency”, 1st Floor, Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061, represented by its sole Proprietor- **SRI BAPI CHATTERJEE**, (PAN: ACHPC8691G, AADHAAR NO.4623 0733 5154), son of Sri Madhusudan Chatterjee, by faith-Hindu, by occupation-Business, Nationality-Indian, residing at 309E, Ho-Chi-Minh-Sarani, “Sangitaa Residency”, Block-“B”, Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061, hereinafter called and referred to as the “**DEVELOPER/PROMOTER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representatives and assigns) of the **SECOND PART**.

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Proprietor

AND

_____, (PAN: _____, AADHAAR NO. _____), son of _____, by faith: _____, by occupation: _____, Nationality: Indian, residing at _____, Post office : _____, Police Station : _____, 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 his/her/their heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS

- A. One Sambhu Charan Bhattacharjee was the Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Sali land measuring 38 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 273; ALL THAT piece and parcel of Sali land measuring 31 decimals be the same or a little more or less, lying and situated in R.S. Dag No. 274; ALL THAT piece and parcel of Sali land measuring 20 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 275; and ALL THAT piece and parcel of Sali land measuring 42 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 276; altogether land measuring 131 decimals, all under R.S. Khatian No. 217 of Mouza – Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana – Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easements, facilities and amenities annexed thereto and other landed property.
- B. By virtue of a registered Deed of Sale in the year 1959, the said Sambhu Charan Bhattacharjee duly sold, transferred and conveyed demarcated 65.5 decimals (actual physical measurement 1 Bigha 17 Cottah 7 Chittack) from the Northern Part, being the 50% Share out of ALL THAT piece and parcel of Sali land measuring 38 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 273; ALL THAT piece and parcel of Sali land measuring 31 decimals be the same or a little more or less, lying and situated in R.S. Dag No. 274; ALL THAT piece and parcel of Sali land measuring 20 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 275; and ALL THAT piece and parcel of Sali land measuring 42 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 276; all under R.S. Khatian No. 217 of Mouza – Hanspukuria, J.L. No. 20, R.S. No. 36,

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Pargana – Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easements, facilities and amenities annexed thereto, unto and in favour of one Narendra Kumar Seal, son Late Chaitanya Charan Seal. The said Deed of Conveyance was registered at the Office of District Sub-Registrar at Behala and entered in Book No. I, Volume No. 19, Pages from 269 to 273, Being No. 1300 for the year 1959.

- C. After purchasing of the aforesaid property, the said Narendra Kumar Seal was seized and possessed of the same as owner and enjoying the same without interruption from anybody else by paying Khajna and taxes to the appropriate authority.
- D. By virtue of a registered Deed of Conveyance dated 14.12.1979, the said Narendra Kumar Seal through his Constituted Attorney namely Nirmal Kumar Seal sold, transferred and conveyed **ALL THAT** piece and parcel of divided and demarcated Sali land measuring 65.5 decimals (actual physical measurement 1 Bigha 17 Cottah 7 Chittack) lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No. 217 of Mouza – Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana – Magura, Police Station : Behala now Thakurpukur, within the limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easement, facilities and amenities annexed thereto unto and in favour of Smt. Jaya Mitra, wife of Sri Atindra Krishna Mitra. The said Deed of Conveyance was registered at the Office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 79, Pages from 209 to 215, Being No. 5592 for the year 1979.
- E. After purchasing of the aforesaid property, the said Smt. Jaya Mitra was seized and possessed of the same as owner and enjoying the same paying Khajna and outgoings to the appropriate authority.
- F. The said Jaya Mitra made a passage of 18 feet wide and 252 feet long on the Southern side of the aforesaid property comprised in R.S. Dag No.273 and 274 leading from the main road to the front portion of various plots containing land measuring 6 Cottahs 5 Chittacks and executed an Agreement dated 04.05.1995 with Darshan Lal Anand Prakash and Sons Memorial Trust thereby agreed to use the said passage by both the parties and their heirs, successors, representatives and assigns.
- G. By virtue of registered Deed of Sale dated 14.12.1995 the said Smt. Jaya Mitra sold, transferred and conveyed undivided 50 % share of **ALL THAT** piece and parcel of land measuring 06 Cottahs 05 Chhittacks, be the

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same a little more or less out of land measuring 01 Bigha, 17 Cottahs 07 Chittacks, lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No. 217 of Mouza - Hanspukur, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, for use as a common passage unto and in favour of Darshan Lal Anand Prakash and Sons Memorial Trust, of 11, R.N. Mukherjee Road, Kolkata-700001. The said Deed of Conveyance was registered at the Office of Additional District sub-Registrar at Behala and entered in Book No. I, Volume No. 81, Pages from 109 to 118, Being No. 4609 for the year 1995.

- H. After selling out the aforesaid property including common passage, the said Smt. Jaya Mitra retained and possessed **ALL THAT** piece and parcel of land measuring 01 Bigha, 11 Cottahs, 02 Chittacks including common passage.
- I. By virtue of registered Deed of Sale dated 15.11.2002 the said Smt. Jaya Mitra as Vendor sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 01 Bigha, 11 Cottahs 02 Chittacks, lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No.217 corresponding to L.R. Khatian No.339 of Mouza - Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with undivided 50% share of common passage attached to said plot of land containing land measuring 6 Cottahs 5 Chittacks for egress and ingress unto and in favour of Mr. Prem Narayan Khandelwal. The said Deed of Conveyance was registered at the Office of District Sub-Registrar - II at Alipore and entered in Book No. I, Volume No. 136, Pages from 187 to 198, Being No. 07271 for the year 2006.
- J. After such purchase, while in enjoyment of the aforesaid property as owner thereof, subsequently it was detected by said Prem Narayan Khandelwal that due to inadvertence and typographical mistake "R.S. DAG Nos.273 & 274, UNDER L.R. KHATIAN No.339" was wrongly been written as "R.S. DAG Nos.273, 274, 275 & 276, UNDER R.S. KHATIAN No.217" in the said Deed dated 15th November 2022, which was duly rectified by virtue of a registered Deed of Declaration dated 20th November, 2017 registered in the Office of the District Sub-Registrar - II at Alipore and recorded in Book No.I, Volume No.1602-2017, Pages 313393 to 313411, Being No.160210479 for the year 2017.

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- K. After physical measurement, it appears that the due to widening the adjacent road, the land area comes to 28 (Twenty-Eight) Cottahs 4 (Four) Chittacks 37 (Thirty-Seven) squarefeet more or less together with structure standing thereon.
- L. The said Sri Prem Narayan Khandelwal thus became the sole and absolute Owner in respect of **ALL THAT** piece and parcel of land measuring about 28 (Twenty-Eight) Cottahs 4 (Four) Chittacks 37 (Thirty-Seven) square feet more or less together with undivided half share of the common passage measuring 6 (Six) Cottahs 5 (Five) Chittaks more or less situate and lying at Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, under R.S. Khatian No.217, appertaining to Dag Nos.273, 274, 275 & 276 and duly mutated his name with the office of the Kolkata Municipal Corporation (South Suburban Unit) and after such mutation, the same is known and numbered as Premises No.131/2, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, under Ward No.144, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) and paying taxes thereto.
- M. While being seized and possessed the aforesaid property the said Prem Narayan Khandelwal duly gifted **ALL THAT** piece and parcel of land measuring about 7 Cottahs 1 Chittacks 8 sq. ft. more or less along with 400 sq. ft. tiled shed structure in favour of his son Sri Saurav Khandelwal, by virtue of a Deed of Gift on 20th January, 2021 being registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2021, pages 39418 to 39448, Being No. 160700687 for the year 2021.
- N. After obtaining the said property, the said Sri Saurav Khandelwal duly mutated his name in the records of Kolkata municipal Corporation and after such mutation, the said property is known and numbered as Premises No.131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, vide Assessee No. 711440204380 under Ward No.144, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) and is in absolute possession and well and sufficiently entitled of the same by paying taxes thereto.
- O. While in peaceful enjoyment of the said property the Owner is desirous to develop his property by a competent developer.
- P. After being fully satisfied regarding the aforesaid representations made by the Owner, one said S.P. Enterprise approached the Owner and discussed the viability of developing a multi storied building at the

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aforesaid property and on the terms and conditions on which the development of the said property can be undertaken and after such discussion the said S.P. Enterprise had agreed to develop the said property in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

- Q. The said S.P. Enterprise had inspected all the papers and documents relating to the title of the Owner of the said property for carrying out such development has entered into Deed of Development Agreement togetherwith Development Power of Attorney were executed by the Owner on 25.02.2021 registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2021, pages 118406 to 118465 Being No. 160702941 for the year 2021.
- R. After execution of the aforesaid Deed of Development Agreement together with Development Power of Attorney the sole proprietor of the said S.P. Enterprise, one Srikanta Das died intestate on 22.11.2021 leaving behind him surviving his widow Smt. Jhuma Das and his son one Sayandeb Das as his only legal heirs. The said Smt. Jhuma Das obtained trade license in the name of the firm s its sole proprietress after obtaining No Objection and consent from her son the said Sayandeb Das, who has duly relinquished all his right, interest and claim in respect of the said firm in favour of his mother Smt. Jhuma Das.
- S. To legalize the aforesaid indentures executed by and between the Owner and the said deceased proprietor of S.P. Enterprise, the Owner herein has executed General Power of Attorney on 10.03.2022 in favour of the said firm being represented by its Proprietress Smt Jhuma Das being registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2022, pages 133761 to 133790 being no. 160703613 for the year 2022.
- T. Subsequently, due to personal inconvenience the said S.P. Enterprise was not desirous and willing to develop the multi storied building at the aforesaid property and was in search of a Developer having financial capacity and knowledge to conduct the Development work in the said property and after due exploration has nominated and/or desirous to handover the said development work to a very suitable Developer (the **PROMOTER/DEVELOPER**) who having vast knowledge and experience in the said trade or field viz. **SANGITAA CONSTRUCTION**, a Proprietorship firm, having its registered office at 309F, Ho-Chi-Minh-Sarani, "Sangitaa Residency", 1st Floor, Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061, represented by its sole Proprietor-

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SRI BAPI CHATTERJEE, son of Sri Madhusudan Chatterjee, residing at 309E, Ho-Chi-Minh-Sarani, "Sangitaa Residency", Block-"B", Post Office - Sarsuna, Police Station - Sarsuna, Kolkata-700061 and accordingly to materialize the same the owner, SANGITAA CONSTRUCTION and S.P. Enterprise have entered into a Memorandum Of Understanding on 17.02.2023.

- U. Owing to the aforesaid reason is the aforesaid Deed of Development Agreements together with Development Power of Attorney is cancelled by virtue of an Indenture being registered in the office of Additional District Sub-Registrar and recorded in Book No.I, Volume No.1607-2023, Page Nos.224834 to 224858 Being No.07495 for the year 2023 and at the same time the General Power of Attorney as stated above has been revoked by virtue of an Indenture being registered in the office of Additional District Sub-Registrar, Behala and recorded in Book No.IV, Volume No.1067-2023, Being No.33 for the year 2023.
- V. In the mean time, the said Sri Saurav Khandelwal while thus seized and possessed of the same as owner and got his name mutated in respect of the aforesaid property in the records of the B.L. & L.R.O., Government of West Bengal under L.R. Khatian No.9193, in L.R. Dag Nos.325, 326, 327 & 328.
- W. The character of the land has been allowed to change on 20.08.2019 by the Office of the Land & Land Reforms Officer from Sali to Housing Complex (Bahutal Abasan) on the basis of the application dated 28.06.2019.
- X. The said Owner, is now desirous of developing the said premises by constructing thereupon a new multi storied building in accordance with the building plan to be approved and sanctioned by the Kolkata Municipal Corporation through the said suitable Promoter/Developer **SANGITAA CONSTRUCTION**, who can undertake the responsibility of construction of such building at the said premises by its own funds, arrangements and expenses.
- Y. Thus upon negotiations between the two parties with the intervention through S.P. Enterprise (who has been paid a sum of Rs 6,25,000/- by the Developer towards negotiation fees) as per Memorandum Of Understanding dated 17.02.2023; the Owner herein, have agreed to allow the Promoter/Developer, to develop the said premises, being K.M.C Premises No. 131/2A, Bakrahat Road Police Station: Thakurpukur,

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Kolkata-700104, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, as a real estate project.

- Z. Sri Saurav Khandelwal, the Owner of the One Part and Sangitaa Construction, represented by its sole proprietor Sri Bapi Chatterjee the Promoter/Developer of the Other part executed an Agreement for Development of a Real Estate Project dated 14.06.2023 in respect of **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217 corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, the terms and conditions mentioned therein. The said Development Agreement was registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.I, Volume No.1607-2023, Page Nos.224242 to 224288, Being No.07499 for the year 2023 (hereinafter referred to as the "***Development Agreement***").
- AA. In terms of the Development Agreement, Sri Saurav Khandelwal, the Owner of the One Part executed Development Power of Attorney dated 22.06.2023 in favour Sangitaa Construction, represented by its sole proprietor Sri Bapi Chatterjee the Promoter/Developer of the Other part in respect of **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217 corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, the acts, deeds and things mentioned therein. The said Development Power of Attorney was registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.I, Volume No.1607-2023, Page Nos.224547 to

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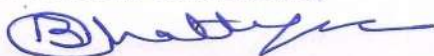


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224571, Being No.07768 for the year 2023 (hereinafter referred to as the "**Development Power of Attorney**").

- BB. In terms of the Development Agreement and Development Power of Attorney, the Developer is entitled construct the proposed building and to sell, transfer and assign the Developer's Allocation in the proposed building to its intending buyer(s) and to receive the sale proceeds in its account.
- CC. The Developer in the name of the Owner got a plan sanction from the Kolkata Municipal Corporation, being Building Permit No.2023160377 dated 19.11.2023 for construction of a G + IV storied building (hereinafter referred to as the "**Sanction Plan**") after demolishing the existence structure upon the aforesaid property.
- DD. In conformity with the sanction plan, the Developer has started and completed construction of G+IV storied building named as "**SYMPHONY TOWERS**" **BLOCK -1**" upon **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217 corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE-"A"** hereinabove and hereinafter referred to as the "**Said Premises**".
- EE. Out of the allocation of the Owner and the Developer, the Developer floated advertisement that it is going to construct multistoried building/s upon the said premises and the flat/car parking space/s are available for sale of the proposed building at the said premises.
- FF. Being aware of such intention of the Developer, the Purchaser(s) after going through the brochures and terms and conditions of booking of the flat/car parking space/s agreed to purchase and booked **ALL THAT** the Apartment No. _____, containing a carpet area of _____ Sq. Ft., type _____ **BHK**, with Exclusive balcony area of _____ Sq. Ft., with Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Sq. Ft. Chargeable/super

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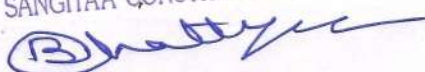
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built-up area being _____ Sq. Ft. be the same a little more or less on the _____ Floor of the Block No. _____ of the Project to be known as "**SYMPHONY TOWERS**" **BLOCK-1** together with right to park **One Car parking space** being No.____, measuring _____ square feet, on the ground floor of the building of the said premises.

GG. After going through all the papers and documents including chain of title deeds of the property of the Owner, Joint Venture Agreement for Development Agreement, Development Power of Attorney, Cancellation of Development Agreement, Revocation of Development Power of Attorney, Conversion Certificate, Approval from HIRA and inspecting the sanction building plan, its measurement, dimensions and other documents and after causing necessary searching to the concerned offices and courts, the Purchasers agreed to purchase **ALL THAT** the Apartment No. _____, containing a carpet area of _____ Sq. Ft., type _____ **BHK**, with Exclusive balcony area of _____ Sq. Ft., adjoining the said Apartment containing an area of _____ Sq. Ft of built up area. Thus Chargeable/super built-up area being _____ Sq. Ft. be the same a little more or less on the _____ Floor of the Block No. _____ of the Project to be known as "**SYMPHONY TOWERS**" **BLOCK-1** together with right to park **One Car parking space** being No.____, measuring _____ square feet, on the ground floor of the building of the said premises which has been specifically described in **SCHEDULE-"B"** hereunder written **TOGETHER WITH** undivided proportionate impartible share and/or interest in the land underneath the building comprised in the said premises and attributable to the said unit, the common areas, portions and facilities and amenities in the said building (hereinafter collectively referred to as the "**Said Unit**") from the Owner and the Developer and the Purchaser agreed to pay the consideration amount in the name of the Developer for execution of the agreement for sale.

HH. On negotiation price for the said unit has been settled at or for the total consideration of Rs. _____/- (_____) only. According to the Developer, the price settled is highest available price in the market. The Owner, the Developer and the Purchasers executed and registered an Agreement for Sale dated _____ in respect of the said unit. The said Agreement for Sale was registered at the office of Additional District Sub-Registrar, Behala, South 24 Parganas and entered in Book No.I, Volume No. _____, Page Nos. _____ to _____, Being No. _____ for year 2023 hereinafter referred to as the "**Agreement for Sale**"). The market

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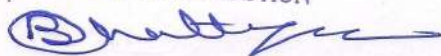
value of the said unit has been assessed of Rs. _____/- (Rupees _____) only. The Purchasers have paid the total stamp duty at the time of execution and registration of the Agreement for Sale. On or before execution and registration of the Deed of Conveyance the Purchasers have paid the registration fee through government portal for completion of the Deed of Conveyance in respect of the said unit.

- II. After completion of construction of the said building in all respect, the Developer has fulfilled all its obligations as mentioned in the Development Agreement dated _____.
- JJ. The Purchaser(s) has/have paid the entire consideration money to the Developer and the Developer has completed construction of the said unit in the said building in all respect and delivered possession thereof to the Purchasers and the Owner and the Developer hereby execute the Deed of Conveyance in respect of the said unit together with undivided impartible proportionate share of the land including all common areas, portions, easement rights, facilities and amenities annexed thereto in favour of the Purchasers.

NOW THIS INDENTURE WITNESSETH as follows:-

- I. In pursuance of the registered Agreement for Sale dated _____ and in consideration of the said sum of Rs. _____/- (_____) only paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby as well as by the receipt hereunder written granted, admit, acknowledge and confirm and of and from the same and every part thereof, the Owner and the Developer do and each of them doth hereby forever acquit, release, exonerate and discharge the undivided impartible proportionate share or interest in the land also the said unit unto the Purchasers) and the Owner as well as the Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers **ALL THAT** the undivided proportionate impartible share and/or interest in the land comprised in the said premises morefully described in the **SCHEDULE "A"** hereunder written as well as the said unit morefully described in **SCHEDULE-"B"** hereunder written of the said building **AND TOGETHER WITH** the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the **SCHEDULE "C"** hereunder written in common with the co-Owner and/or occupiers of the other flats/units in the said Building (which is hereinafter called "**THE SAID UNDIVIDED SHARE**") **AND TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said unit more fully described in

For SANGITAA CONSTRUCTION



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the **SCHEDULE "D"** hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the **SCHEDULE-"E"** hereunder written **AND FURTHER** subject to the several restrictions morefully described in the **SCHEDULE-"F"** hereunder written **AND ALSO** subject to the Purchasers regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the **SCHEDULE "G"** hereunder written and the rights appurtenant thereto **AND** reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said unit and the said undivided share **AND** all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the Owner into and/or upon the said undivided share and the undivided proportionate share or interest in the common portions respectively and every part thereof and all deeds, documents, writings and evidences of title exclusively relating to or concerning and rights appurtenant thereto **TO HAVE AND TO HOLD** the said unit and the said undivided share **AND TOGETHER WITH** the said undivided proportionate impartible share and interest into and upon the said land at the said premises proportionate to the said unit hereby conveyed, transferred and assigned unto and to the use of the Purchasers or any part or parcel thereof and the common areas and facilities and the rights appurtenant thereto herein comprised and hereby sold, granted, transferred, conveyed, assured and assigned and confirmed and every part or parts thereof in respect of the said unit and the said undivided share and the common areas, portions and facilities **AND TOGETHER WITH** the right appurtenant thereto respectively and every of their respective rights, liberties and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances trust liens and attachments whatsoever and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the said unit and the said undivided share.

II. **THE OWNER AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS** as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever heretofore done committed or knowingly suffered by the Owner and the Developer to the contrary, the Owner is lawfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the Developer is lawfully

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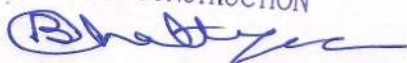


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and absolutely seized and possessed of and/or otherwise well and sufficiently entitled the said unit hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

- b) That the Developer has rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said unit and the Owner has full power and absolute authority to sell, grant, transfer and convey undivided impartible proportionate share in the said land unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.
- c) That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the said unit and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owner or the Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land and the said unit through or under or in trust for the Owner and the Developer and free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Owner and the Developer well and sufficiently saved defended kept harmless and indemnified or from and against all charges lispendents and encumbrances whatsoever made done executed or knowingly suffered by the Owner and the Developer.
- d) That the Owner and the Developer all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said proportionate share in the said land and the said unit from through or under or in trust for the Owner and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said unit hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.
- e) That the Owner shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers produce or cause to be produced

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before the Purchasers or their Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land so long as the same shall remain with the Owner and shall also at the like request and costs deliver to the Purchasers such attested or other copies of or extracts there from as the Purchasers may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterate and uncanceled.

- f) That the Developer hereby further declare that they have no right, title and interest whatsoever in the said unit so constructed by themselves for and on behalf and at the cost of the Purchasers upon the said land comprised in the said premises.
- g) That the Owner or the Developer have not done and/or shall not do anything or make any grant or term whereby the right of the Purchasers here under may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchasers.
- h) That the Purchasers shall have exclusive and free right to sell, lease, gift, mortgage, transfer and/or assigns the said unit in any manner whatsoever.
- i) That the Owner and the Developer shall help and assist the Purchasers in mutating their names in the records of the Kolkata Municipal Corporation and other authorities in respect of the said unit. The cost and expenses of such mutation and other legal formalities with different Govt. Authority shall have to be borne by the Purchasers.
- j) That the Owner and the Developer shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.

III. THE PURCHASERS DO HEREBY COVENANTS WITH THE OWNER AND THE DEVELOPER as follows :-

- a) That the Purchasers have inspected the building and the said unit and only after being fully satisfied about the title, quality, workmanship, measurements, all features and without reserving any claim in this regard in future, completing the purchase hereunder.
- b) That the Purchasers have received peaceful vacant possession of the said unit in their complete satisfaction.

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- c) That the Purchasers shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses, outgoing and obligations mentioned in the **SCHEDULE "G"** hereunder.
- d) That the Purchasers shall all times hereafter make payment of all Corporation /municipal taxes and other rates, taxes, impositions and outgoing arising from the date of handing over possession and that may be imposed from time to time or become payable in respect of the said unit.
- e) That the Purchasers shall permit the Owner of other flats/ apartments and his/her surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said unit for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.
- f) That the Purchasers shall keep the said unit in good substantial repair and conditions so as to support and protect the other parts of the said building as they now enjoy.
- g) The **PURCHASERS** shall have to apply to the CESC/WBSEDC Ltd. individually for obtaining supply of power and meter in the said unit. The **PURCHASERS** shall be required to pay the applicable Security Deposit and other charges to the CESC /WBSEDC Ltd.
- h) That the Purchasers shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said unit and as may be shown recorded in the meter installed at the space of the ground floor to record consumption of electricity at the said unit.
- i) Upon execution and registration of the Deed of Conveyances and handing over possession of all the flats to the Purchasers or the owners, the Developer shall cease to have any responsibility and the Purchasers and the Owner shall not be able to charge or make liable the Developer in respect of any responsibility with regard to maintenance and management of all the affairs of the building and after the Developer ceasing to have any responsibility within the time specified hereinabove, the Purchasers and Owner shall remain obligated to form Association for maintenance and management of the building.

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- j) The Purchaser will pay a sum of Rs 3/- per square feet only towards maintenance charge for 1(one) year of the flat to the Association on and from the date of possession and/or execution and registration of the Deed of Conveyance, whichever is earlier. If the Developer eager to appoint any firm/body for maintenance of the building, including the unit, the Purchaser shall pay the said amount of maintenance to the firm/body. The Nominated firm so appointed by the Developer shall maintain and manage all the affairs of the building for 1(one) year on and from the date _____ and after 1(one) year, such Nominated Firm of the Developer shall handover the maintenance of the building to the Association to be formed by Owners of the flat of the building.
- k) The Purchaser/flat owners shall take responsibility to form an Association for maintenance and management of the building within one year of handing over of the building. The Developer shall help and assist the Purchasers/ Flat Owners to form Association. All cost relating to such formation of Association will have to be borne by the Purchasers collectively. However the Promoter shall cease its activities of Maintenance work irrespective of formation of Association or not after completion of one year of handing over.

The Purchasers or any other person occupies the said unit shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the Said Premises)

ALL THAT piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, whereupon G+IV storied building, named "**SYMPHONY TOWERS**" **BLOCK-1** standing thereon, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217 corresponding to L.R. Khatian No. 9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 71-144-02-0438-0, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH :- By Land of Chanda Mohan;
ON THE SOUTH :- By 23' feet wide Common passage;
ON THE EAST :- By Premises No.131/2A, Bakra Hat Road;
ON THE WEST :- Tulika Ice Cream Pvt. Ltd.;

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THE SCHEDULE "B" ABOVE REFERRED TO

(Description of the said unit hereby sold)

ALL THAT the Apartment No. _____, containing a carpet area of _____ square feet, type _____ **BHK**, with Exclusive balcony area of _____ Sq. Ft., with Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Sq. Ft. Chargeable/super built-up area being _____ Sq. Ft. be the same a little more or less on the _____ Floor of the Block No. _____ of the Project to be known as "**SYMPHONY TOWERS**" **BLOCK-1** together with right to park **one car parking space**, being No.____, measuring _____ square feet, on the ground floor of the building of the said premises together with the undivided proportionate share of the of land mentioned in **SCHEDULE-A** hereinabove including all right of easements, common areas, facilities and amenities annexed thereto, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, District : 24 Parganas (South). The said unit is delineated in "**RED**" border in the map or plan annexed with the Deed and the map or plan should be treated as part of this Deed.

THE SCHEDULE "C" ABOVE REFERRED TO

(Common Areas/Portions)

A: Areas: (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lift & Stair Lobbies and Staircases, (c) The Open Roof and/or Terrace on the Top floor of the New Building/s, (d) Stair Head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the Project (g) Common Toilet on the ground floor, (h), Electrical Meter Room and other areas provided for common use of all the residents of the project.

Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Flat,) (d) Water Treatment Plant (e) all the pipes and fittings provided for sewage and drainage line including connection to the KMC main drain.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC/WBSEDC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Intercom /CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as may be

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provided in the project, which are not included in the above said schedule for common use and enjoyment.

THE SCHEDULE "D" ABOVE REFERRED TO
(Easements)

The Purchasers shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the Common Portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said unit.
- c) Right of support, shelter and protection of each portion of the said Building by other and / or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said unit and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said unit or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and / or anything comprised in any flat is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owner.

THE SCHEDULE "E" ABOVE REFERRED TO
(Covenants, rules and regulations)

1. TITLE AND CONSTRUCTION :

SUBJECT TO the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the Purchasers shall be entitled to the exclusive Ownership, possession and enjoyment of the said unit and the same shall be heritable and transferable as other immovable properties.

2. MUTATION, TAXES AND IMPOSITIONS :

- 2.1. The Purchasers shall after the transfer being completed in terms hereof, apply for and have the said unit separately assessed and mutated for the purpose of assessment of Municipal rates and taxes. Until such time as the

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said unit shall not be separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.

- 2.2. Upon the mutation of the said unit in the name of the Purchasers for the purpose of assessment of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition, in respect of the said unit and proportionately in respect of the common portions, if any.

3. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTION:**

- 3.1. Upon the Purchasers fulfilling their obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchasers shall co-operates with the Owner and the Developer in that respect.

- 3.2. The Purchasers shall not, in any manner, interfere or object whatsoever in or with the functions of the Owner and/or the Developer and/or of the Association relating to the common purpose.

- 3.3. The Developer shall provide assistance and/or support to the owner of the flats/purchasers of the building to form an Association and upon formation of the Association, the owner of the flats/purchasers jointly shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent with the provision herein and the Purchasers shall abide by the same.

- 3.4. If the flat owners/purchasers fail to form the Association within the stipulated period of 1 (one) year on and from _____, the Developer shall not remain in any responsibility of maintenance and management of the building.

4. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.**

The Purchasers shall, at their own costs, wholly in case it relates to the said unit or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

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THE SCHEDULE "F" ABOVE REFERRED TO
(User of the said unit and the common portions)

After the date of delivery, the Purchasers shall, at her own costs, keep the said unit and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean conditions and as a decent and respectable place.

- a) Use the said unit and all common portions carefully, peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the Developer or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

THE PURCHASERS SHALL NOT DO THE FOLLOWING:

- a) To obstruct the other flat Owners and/or the Association in their acts, relating to the common purposes.
- b) To violate any of the rules and/or regulations lay down for the common purposes and for the user of the common portions.
- c) To injure, harm or damage the common portions or any other flat/Units in the said building by making any alterations or withdrawing any support or otherwise.
- d) To alter any portion, elevation or colour scheme of the said building.
- e) To throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
- f) To place or cause to be placed any article or object in the common portions.
- g) To use the said unit or any part thereof for any purpose other than for residential purpose and parking car for which it is meant.
- h) To carry on or cause to be carried on any obnoxious or injurious activity in or through the said unit or the common portions.
- i) To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/units in the said building and/or the adjoining building or building.
- j) To use/allow the flat or any part thereof used for any club, meeting, conference, nursing home, hospital, boarding house, eating place, restaurant or any other similar public purpose.

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- k) To put or affix any sign-board name-plate or other things similar articles in the common portions or outside walls of the building and/or outside wall of the flat save and except a decent nameplate in the outside of the main door of the flat.
- l) To obstruct or to object the Flat Owners' Association from using or allowing other to use, transferring or making any construction or any part of the land comprised in the premises and/or the building to save the said unit.
- m) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said unit.
- n) To keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
- o) To make in her said unit any structural additions or alteration except with the prior approval and/or permission in writing and with the sanction of the Kolkata Municipal Corporation without causing any damage in the said building or other the flat of the said building.

THE SCHEDULE "G" ABOVE REFERRED TO

(Common expenses)

The Purchaser/s 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 salary of all persons employed for the common purposes including security personnel, sweepers, etc.
- c) All charges and deposits for supplies of common utilities to the co-owners in common
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including her license fees, taxes and other levies, if any
- g) Electricity charges for the electricity energy consumed for the operation of common services

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- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common.

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the

PARTIES at Kolkata in the Presence of:-

WITNESSES :-

1.

2.

Signature of the **OWNER**

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Proprietor

Signature of the **DEVELOPER**

Signature of the **PURCHASER**

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. _____/- (_____) only from the above named **PURCHASER** as full and final consideration in respect of the said unit mentioned in **SCHEDULE-"B"** hereinabove as per memorandum of consideration set forth hereunder:-

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

(Rupees _____) only

WITNESSES:

1.

For SANGITAA CONSTRUCTION


Proprietor

2.

Signature of the **DEVELOPER**

Drafted by and Prepared
in my Office :-