

THIS DEED OF CONVEYANCE made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Three BETWEEN (1) (i) SMT. ASHA PODDAR (PAN : AFZPP8246H) wife of Shri Chandi Prasad Poddar, residing at 189/1/1, Netaji Subhas Chandra Bose Road, Tollygunge, P.S. – Jadavpur, Kolkata – 700040, (ii) SMT. KIRAN PODDAR (PAN : AKPP5993N) wife of Shri Gouri Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.S. – Jorasanko, Kolkata - 700073, (iii) SMT. RANJANA PODDAR (PAN : AFQTPP2658Q) wife of Shri Shanti Prasad Poddar, residing at 189/1/1, Netaji Subhas Chandra Bose Road, Tollygunge, P.S. – Jadavpur, Kolkata – 700040, (iv) SMT. SEEMA PODDAR (PAN : AFQPP2321C) wife of Shri Arvind Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.S. - Jorasanko, Kolkata – 700073, hereinafter collectively referred to as the “OWNERS/VENDORS” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators and legal representatives) of the FIRST PART AND (2) PMV PROJECTS LLP (PAN : AAXFP7673D) a limited liability partnership firm constituted under the Limited Liability Partnership Act, 2008 having its registered office at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, represented by its Partners (i) MR. MADHUR PODDAR (PAN : AFXPP0211N) son of Mr. Chandi Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, Kolkata – 700073 (ii) MR. MUDIT PODDAR, (PAN : AFXPP0212R) son of Mr. Gouri Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, (iii) MR.VARUN PODDAR (PAN : AOVPP1634E) son of Mr. Shanti Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073 and (iv) MR. VEDANT PODDAR (PAN : CWPPP9779N) son of Mr. Arvind Prasad Poddar residing at 3/1, Krishna Behari Sen Street, P.S. Jorasanko, Kolkata – 700073, hereinafter referred to as the “PROMOTER” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the partners for the time being of the said Limited Liability Partnership firm and each of their respective heirs executors administrators and/or legal representatives) of the SECOND PART AND (3)

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hereinafter referred to as the “ALLOTTEE/PURCHASER” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include \_\_\_\_\_

\_\_\_\_\_) of the THIRD PART :

RECITALSWHEREAS:

I. One Khundker Fazley Sobhan was at all material times absolutely seised and possessed of or otherwise well and sufficiently entitled to All That the two storied brick built messuage tenement and dwelling house together with the piece or parcel of partly Mourashi Mocarari and partly Rayati Sthitiban land whereon or on part whereof the same are erected and built and containing by admeasurement an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. be the same a little more or less situate lying at and being Municipal Holding No.133, Bansdrone Road, Tollygunge in the suburbs of the town of Calcutta and known as premises No.1 Regent Grove in Mouza Khanpur, J.L. No.46, Pargana Khaspur Police Station Tollygunge Sadar Sub-Registry Alipore in the District of 24-Parganas free from all encumbrances and charges.

II. By an Indenture of Conveyance dated the 21<sup>st</sup> day of November, 1945 and made between the said Khundker Fazley Sobhan therein referred to as the Vendor of the One Part and Srimati Kanan Devi therein referred to as the Purchaser of the Other Part and registered at the Office of the Sadar Joint Sub-Registrar of Alipore in Book No.I, Volume No.56, at Pages 98 to 103 Being No.3023 for the year 1945 the aforesaid Vendor for the consideration therein mentioned sold and conveyed unto the said Srimati Kanan Devi All That the two storied brick built messuage tenement and dwelling house together with the piece or parcel of partly Mourashi Mocarari and partly Rayati Sthitiban land whereon or on part whereof the same are erected and built and containing by admeasurement an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. be the same a little more or less situate lying at and being Municipal Holding No.133, Bansdrone Road, Tollygunge in the suburbs of the town of Calcutta and known as premises No.1 Regent Grove in Mouza Khanpur, J.L. No.46, Pargana Khaspur Police Station Tollygunge Sadar Sub-Registry Alipore in the District of 24-Parganas hereinafter referred to as the "said Entire Property" on the terms and conditions stated therein.

III. Sometime in the year 1947 the Public Road called Bansdrone Road was subsequently renamed as Netaji Subhas Chandra Bose Road, by the Tollygunge Municipality and the said Municipal Holding No. 133, Bansdrone Road was re-numbered and assessed as Municipal Holding No.189/133, Netaji Subhas Chandra Bose Road, Tollygunge.

IV. Thereafter the said Municipal Holding No.189/133, Netaji Subhas Chandra Bose Road, Tollygunge was again re-numbered as Municipal Holding No.189, Netaji Subhas Chandra Bose Road, Tollygunge and subsequently the said Tollygunge Municipality merged with the Corporation of Calcutta and became known as the Calcutta Municipal Corporation.

V. Thereafter the said Smt. Kanan Devi erected and constructed or caused to be erected and constructed a one-storeyed and a two-storeyed building, four one-storeyed asbestos sheds, three one-storeyed C.I. Sheds, outhouses, garages, servant's quarters and a temple thereon or on part thereof according to a plan being building sanction No.223 (T) dated the 25<sup>th</sup> day of July, 1962 passed by the Corporation of Calcutta and subsequently known as the Calcutta Municipal Corporation.

VI. Thus the said Smt. Kanan Devi became seised and possessed or otherwise well and sufficiently entitled to All Those an one-storeyed and a two-storeyed brick built buildings, four one-storeyed asbestos sheds three one-storeyed C.I. Sheds, out houses, garages, servant's quarters, two R.T. Sheds and a temple together with the land appertaining thereto of an area of 2 Bighas 1 Cottah 15 Chittacks and 1 Sq.ft. more or less as hereinbefore mentioned be the same a little more or less situate lying at and being premises No. 189, Netaji Subhas Chandra Bose Road within the Municipal Limit of Calcutta hereinafter for the sake of brevity collectively referred to as the 'Entire Property' free from all encumbrances and charges.

VII. The said Smt. Kanan Devi firstly demarcated the said Entire Property into two lots being Plot 1 containing by admeasurement an area of 17 Cottahs, 1 Chittack and 15 Sq.ft. be the same a little more or less together with the structures situate thereon and Plot 2 containing by admeasurement a total area of 24 Cottahs, 13 Chittacks and 31 Sq.ft. be the same a little more or less together with the structures situate thereon.

VIII. Thereafter the said Smt. Kanan Devi further divided the total area of the said Plot 2 into three lots as follows :-

a) Lot – A comprising of an area of 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less together with the brick built building tenement or dwelling house situate thereon being divided and demarcated portion of premises No.189/1/1, Netaji Subhas Chandra

Bose Road, Calcutta, (formerly known as 189, Netaji Subhas Chandra Bose Road, prior thereto 189/133, Netaji Subhas Chandra Bose Road, prior thereto 133, Bansdroni Road);

- b) Lot – B containing by admeasurement of an area of 3 Cottahs, 6 Chittacks and 25 Sq.ft. being a common passage for ingress and egress thereto;
- c) Lot – C comprising of an area of 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less together with the brick built building, temple, garage, outhouses situate thereon being divided and demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, (formerly known as 189, Netaji Subhas Chandra Bose Road, prior thereto 189/133, Netaji Subhas Chandra Bose Road, prior thereto 133, Bansdroni Road);

IX. By five separate Indentures of Conveyance all dated the 27<sup>th</sup> day of April, 1987 and registered at the office of the Registrar of Assurances at Calcutta in Book No.I, being Deed Nos.4347, 4348, 4349, 4350 and 4351 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Suresh Kumar Agarwalla, Smt. Nisha Devi Agarwalla, Suresh Kumar Agarwalla H.U.F., Master Saket Agarwalla and Master Pranay Agarwalla respectively All That undivided 1/5<sup>th</sup> share into or upon the said Lot – C being All That the R.T. Shed, brick built temple and out houses, garage together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by admeasurement an area of 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. be the same a little more or less on the terms and conditions mentioned in the said Deeds of Conveyance.

X. By a Deed of Conveyance dated 27<sup>th</sup> day of April, 1987 and registered at the office of the Registrar of Assurances at Calcutta in Book No.I, Volume No.178, Pages 287 to 316 , Being No.7050 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Master Manish Agarwalla All That undivided 1/6<sup>th</sup> share into or upon the said Lot – A being All That brick built building tenement or dwelling

hours thereon together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by admeasurement an area of 9 Cottahs, 5 Chittack and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided 1/12<sup>th</sup> share upon All That common passage being Lot - B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less on the terms and conditions mentioned in the said Deed of Conveyance.

XI. By five Deeds of Conveyance all dated the 8<sup>th</sup> July 1987 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, being Deed Nos.7045, 7046, 7047, 7048 and 7049 for the year 1987 the said Smt. Kanan Devi for the consideration mentioned therein sold transferred and conveyed unto and in favour of Smt. Kiran Devi Agarwalla, Puranmal Agarwalla, Ramanand Agarwalla, Puranmal Agarwalla H.U.F., and Smt. Kisturi Devi Agarwalla respectively All That undivided 1/6<sup>th</sup> share into or upon the said Lot – A being All That brick built building tenement or dwelling house thereon together with the piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less on the terms and conditions mentioned in the said Deeds of Conveyance.

XII. By virtue of the aforesaid several Deeds of Conveyance dated 27<sup>th</sup> April, 1987 the said Suresh Kumar Agarwalla & others became the absolute owners of All That Lot-C of the Entire property being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, each having an undivided share therein.

XIII. By virtue of the aforesaid several Deeds of Conveyance dated 27<sup>th</sup> April, 1987 and 8<sup>th</sup> July, 1987 the said Manish Agarwalla & others became the absolute owners of All That Lot-A of the Entire property being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, each having an undivided share therein.

XIV. The common passage between the said Lot -A and Lot - C of the said Plot – 2 belonged to the aforesaid purchasers in equal shares.

XV. By virtue of a Deed of Conveyance dated the 4<sup>th</sup> September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 303 to 320, Being No.16718 for the year 1990, Puranmal Agarwalla therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar, Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar therein collectively described as the Purchasers of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6<sup>th</sup> share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XVI. By virtue of a Deed of Conveyance dated the 4<sup>th</sup> September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 379 to 398, Being No.16722 for the year 1990, Ramanand Agarwalla therein described as the Vendor of the One Part and Smt. Asha Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6<sup>th</sup> share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XVII. By virtue of a Deed of Conveyance dated the 4<sup>th</sup> September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 321 to 339, Being No.16719 for the year 1990, Puranmal Agarwalla H.U.F. therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6<sup>th</sup> share into or upon the said Lot-A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot-B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft.

more or less for the consideration and on the terms and conditions stated therein.

XVIII. By virtue of a Deed of Conveyance dated the 4<sup>th</sup> September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 340 to 359, Being No.16720 for the year 1990, Kiran Devi Agarwalla therein described as the Vendor of the One Part and Smt. Ranjana Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6<sup>th</sup> share into or upon the said Lot-A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot-B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XIX. By virtue of a Deed of Conveyance dated the 4<sup>th</sup> September, 1990 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.558, pages 360 to 378, Being No.16721 for the year 1990, Smt. Kisturi Devi Agarwalla therein described as the Vendor of the One Part and Smt. Seema Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6<sup>th</sup> share into or upon the said Lot- A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XX. By virtue of a Deed of Conveyance dated the 24<sup>th</sup> August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 204 to 225, Being No.12253 for the year 1993, Master Manish Agarwalla therein described as the Vendor of the One Part and Smt. Kiran Poddar, therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/6<sup>th</sup> share into or upon the said Lot – A being All That piece or parcel of land admeasuring 9 Cottahs, 5 Chittacks and 31 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-twelfth share upon All That common passage

being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XXI. By virtue of a Deed of Conveyance dated the 6<sup>th</sup> August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.264, pages 80 to 99, Being No.11506 for the year 1991, Smt. Nisha Devi Agarwalla therein described as the Vendor of the One Part and Smt. Kiran Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5<sup>th</sup> share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XXII. By virtue of a Deed of Conveyance dated the 6<sup>th</sup> August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.268, pages 148 to 167, Being No.11504 for the year 1991, Suresh Kumar Agarwalla H.U.F. therein described as the Vendor of the One Part and Smt. Chandra Prabha Devi Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5<sup>th</sup> share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot-B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein.

XXIII. By virtue of a Deed of Conveyance dated the 6<sup>th</sup> August, 1991 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.264, pages 60 to 79, Being No.11505 for the year 1991, Suresh Kumar Agarwalla therein described as the Vendor of the One Part and Smt. Asha Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5<sup>th</sup> share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta,



together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

XXIV. By virtue of a Deed of Conveyance dated the 24<sup>th</sup> August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 226 to 247, Being Deed No.12254 for the year 1993, Master Saket Agarwalla therein described as the Vendor of the One Part and Smt. Ranjana Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5<sup>th</sup> share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

XXV. By virtue of a Deed of Conveyance dated the 24<sup>h</sup> August, 1993 registered at the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.282, pages 184 to 203, Being No.12252 for the year 1993, Master Pranay Agarwalla therein described as the Vendor of the One Part and Smt. Seema Poddar therein described as the Purchaser of the Other Part, the said Vendor sold transferred and conveyed All That undivided 1/5<sup>th</sup> share into or upon the said Lot – C being All That piece or parcel of land admeasuring 12 Cottahs, 1 Chittack and 20 Sq.ft. be the same a little more or less being demarcated portion of premises No.189/1/1, Netaji Subhas Chandra Bose Road, Calcutta, together with an undivided one-tenth share upon All That common passage being Lot – B measuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. more or less for the consideration and on the terms and conditions stated therein ;

XXVI. By virtue of the said several Deeds of Conveyance the said Smt. Chandra Prabha Devi Poddar, Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar became absolutely seised and possessed of and otherwise well and sufficiently entitled to in fee simple in possession of Lot-A and Lot-C of the said Plot-2 being ALL THOSE several pieces and parcels of land measuring 21 Cottahs, 6 Chittacks and 51 Sq.ft. be the same a little more or less and Lot-B admeasuring 3 Cottahs, 6 Chittacks and 25 Sq.ft. being common passage for ingress and egress thereto and the said Lot-A remained as premises No.189/1/1, Netaji Subhas Chandra Bose Road, Kolkata

and Lot-C was renumbered as premises No.189/1/1A, Netaji Subhas Chandra Bose Road, Kolkata and the said Owners applied for mutation of the said Plot 2 before the appropriate authorities of the Kolkata Municipal Corporation ;

XXVII. Subsequently the said Smt. Chandra Prabha Devi Poddar & Others applied for amalgamation of the said Lot-A, Lot-B and Lot-C containing by admeasurement a total area of 24 Cottahs, 13 Chittacks and 31 Sq.ft. be the same a little more or less into one single premises and the same was amalgamated by the Kolkata Municipal Corporation by an order dated 31<sup>st</sup> May, 2005 passed by the Assessor Collector vide case No.TTD/098/329/05-06 and renumbered as premises No. 189/1/1, Netaji Subhas Chandra Bose Road, Kolkata – 700040.

XXVIII. In view of the aforesaid the said Smt. Chandra Prabha Devi Poddar, Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That pieces and parcels of land containing by admeasurement an area of 24 Cottahs, 13 Chittacks and 31 Sq.ft. be the same a little more or less together with the building messuage tenements hereditaments and structures situate thereon situate lying at and being Premises No.189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 morefully and particularly described in the Schedule stated herein hereinafter referred to as the "said Premises" each of them having undivided one-fifth share into or upon the same.

XXIX. By virtue of a Development Agreement dated 11<sup>th</sup> March 2021 duly registered at the office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No.IV, Volume No.1904-2021 Pages 116374 to 116440, Being No.2214 for the year 2021 made between Chandra Prabha Devi Poddar & Ors. therein referred to as the Owner of the First Part and PMV Projects LLP therein referred to as the Developer of the Second Part and Mahadev Fiscal Services Pvt. Ltd. therein referred to as the Confirming Party of the Third Part the said Owners with the consent of the Confirming Party entrusted the Developer the right to develop the said premises for the consideration and on the terms conditions covenants and stipulations recorded therein hereinafter referred to as the said Development Agreement.

XXX. In accordance with the said Development Agreement the said Developer deposited a sum of Rs.5,00,000/- as Security Deposit with the owners.

XXXI. In terms of the said Development Agreement dated 11<sup>th</sup> March, 2021 the said (1) Smt. Chandra Prabha Devi Poddar, (2) Smt. Asha Poddar, (3) Smt. Kiran Poddar, (4) Smt. Ranjana Poddar and (5) Smt. Seema Poddar through the Developer intended to construct a new building at the said Premises No.189/1/1, Netaji Subhas Chandra Bose Road, Kolkata – 700040 in accordance with a plan duly sanctioned on 29<sup>th</sup> September, 2022 by the appropriate authorities of the Kolkata Municipal Corporation.

XXXII. During the sanctioning of the said plan the said Owners gifted a portion of land comprised in the said premises measuring 80.568 Sq. Meter in favour of Kolkata Municipal Corporation as a result whereof the total area of the said premises became 23 Cottahs, 10 Chittacks and 18 Sq.ft. be the same a little more or less which is morefully described in the First Schedule stated hereunder.

XXXIII. In the mean time by a Deed of Gift dated 5<sup>th</sup> September, 2023 and registered at the office of the Registrar of Assurances-II, Kolkata recorded in Book No.I, Being No.190212091 for the year 2023 made between Smt. Chandra Prabha Devi Poddar therein referred to as the Donor of the One Part and Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar therein referred to as the Donees of the Other Part the said Donor transferred conveyed assured and assigned by way of Gift ALL THAT undivided one-fifth (1/5<sup>th</sup>) share into or upon ALL THAT piece and parcel of Bastu land containing by admeasurement an area of 23 Cottahs, 10 Chittacks and 18 Sq.ft. be the same a little more or less together with the G+1 storied building messuage tenements hereditaments and structures situate thereon situate lying at and being Premises No.189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 together with benefit of said sanctioned plan unto and in favour of the Donees therein at or for the consideration and on the terms and conditions stated therein.

XXXIV. In pursuance of the said Development Agreement dated 11<sup>th</sup> March, 2021 a sum of Rs.1,00,000/- (Rupees one lakh) only given as Security Deposit to Smt. Chandra Prabha Devi Poddar as her share was refunded by her to the Developer upon her ceasing to be the Owner of the said premises.

XXXV. By virtue of the aforesaid the said Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar being the Owners/Vendors herein became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of ALL THAT piece and parcel of Bastu land containing by admeasurement an area of 23 Cottahs, 10 Chittacks and 18 Sq.ft. be the same a little more or less together with the G+1 storied building messuage tenements hereditaments and structures situate thereon situate lying at and being Premises No.189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 each of them having undivided 1/4<sup>th</sup> (one-fourth) share into or upon the same.

XXXVI. By virtue of a registered Development Agreement dated 9<sup>th</sup> September, 2023 registered at the Additional Registrar of Assurance-IV, Kolkata made between the present Owners namely Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar therein referred to as the Owners of the One Part and PMV Projects LLP of the Other Part therein referred to as the Developers of the Other Part the said Owners entrusted the Developer to continue to develop or promote the said premises by way of construction of a residential building consisting of flats/apartments and other constructed areas capable of being occupied independently hereinafter collectively referred to as the said Housing Complex in terms of the said plan being B.P. No. 2022100145 dated 29<sup>th</sup> September, 2022 duly sanctioned by the appropriate authorities of the Kolkata Municipal Corporation hereinafter referred to as the 'said sanctioned Plan' on the terms and conditions as stated thereunder.

XXXVII. The Vendors/Promoter have registered the said project for construction of New Building under the provisions of the Real Estate Regulation and Development Act, 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No.\_\_\_\_\_.

XXXVIII. In pursuance of the aforesaid sanctioned plan the Promoter has commenced construction of the said new building comprising of residential apartments/units in the said premises situate and lying at 189/1/1, Netaji Subhas Chandra Bose Road, P.S.- Netaji Nagar (previously Jadavpur), Kolkata – 700040 hereinafter referred to as the "said premises" and morefully described in the First Schedule hereunder written.

XL. By virtue of the aforesaid the Vendors/Promoter had decided to sell the residential flats and/or units of the said building known as "UTSAV" in favour of intending Purchaser/Allottee and/or Purchasers/Allottees and to receive and appropriate the consideration amount in respect thereof.

XLI. In view of what is stated hereinabove by an Agreement for Sale dated \_\_\_\_\_ the Purchaser has approached the Vendors/Promoter for purchasing ALL THAT Apartment/Unit No.\_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq.ft. and built-up area of about \_\_\_\_\_ Sq.ft. and Super Built-up area of \_\_\_\_\_ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area, if any, having an area of \_\_\_\_\_ square feet on the \_\_\_\_\_ floor TOGETHER WITH right to park \_\_\_\_\_ cars in the open/covered and mechanical car parking area on the ground floor of the said building situate at 189/1/1, Netaji Subhas Chandra Bose Road, P.S.- Netaji Nagar (previously Jadavpur), Kolkata – 700040 together with the undivided indivisible proportionate share in the land underneath the said building comprised in the said premises morefully described the First Schedule stated hereunder attributable thereto and together with undivided proportionate share in the common areas parts and facilities of the said building known as "UTSAV" attributable thereto hereinafter collectively referred to as the "said Unit" and more fully described in the Second Schedule hereunder written and the Vendors/Promoter agreed to sell the same at or for a consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) subject to however terms and conditions as stated in the said Agreement provided however that the Vendors/Promoter shall at its discretion decide to allocate the location of the parking space in the said building.

XLII. The Purchaser has already seen and examined the said sanctioned plan and the title deeds of the Vendors/Promoter and has satisfied himself/herself/themselves/ itself in respect of the said Housing Complex and shall not be entitled to raise any query or objection thereto.

XLIII. By virtue of the aforesaid the Vendors/Promoter has completed the construction of the said building in accordance with the said sanctioned plan including ALL THAT Apartment/Unit No.\_\_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq.ft. and built-up area of about \_\_\_\_\_ Sq.ft. and Super Built-up area of \_\_\_\_\_ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area, if any, having an area of \_\_\_\_\_ square feet on the \_\_\_\_\_ floor TOGETHER WITH right to park \_\_\_\_\_ cars in the

open/covered and mechanical car parking area on the ground floor of the said building situate at 189/1/1, Netaji Subhas Chandra Bose Road, P.S.- Netaji Nagar (previously Jadavpur), Kolkata – 700040 together with the undivided indivisible proportionate share in the land underneath the said building comprised in the said premises morefully described the First Schedule stated hereunder attributable thereto and together with undivided proportionate share in the common areas parts and facilities of the said building known as "UTSAV" attributable thereto hereinafter collectively referred to as the "said Unit" and more fully described in the Second Schedule hereunder written together with right to use common facilities and amenities attached therewith at or for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only free from all encumbrances and charges subject to however the covenants, restrictions, stipulations, obligations terms and conditions as stated hereunder.

XLIV. The Purchaser has prior to the execution of this Deed already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said premises as mentioned in the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials used and measurements, dimension and designs and drawings and boundaries of the said building.

XLV. The Purchaser has paid all the amounts as stated herein and thereafter the Purchaser herein has approached and requested the Vendors/Promoter to execute and register the Deed of Conveyance in respect of the said unit morefully described in the Second Schedule stated hereunder and to hand over in fee simple in possession of the said unit subject to however covenants, stipulations restrictions and terms and conditions as stated hereunder.

XLVI. At the time of taking possession of the said unit the Purchaser is fully satisfied with regard to the area, dimensions, quality of construction and workmanship with respect to the construction of the said building as well as the said unit and has no complaint grievances whatsoever with regard to the same.

XLVII. It is recorded that the covenants, stipulations and restrictions set out hereunder and in the Schedules hereto shall be binding upon the Purchaser

herein and upon each Co-Purchaser of their respective units and the Vendors/Promoter shall impose the same covenants stipulations and restrictions upon the future Purchaser upon every future sale by them of their respective units in the said building to the intent that any Purchaser for the time being of any unit in the said building may be able to enforce the observance and performance of the said covenants, stipulations, restrictions, terms and conditions for the time being of the other units therein.

XLVIII. In view of what is stated hereinabove this Deed of Conveyance is being executed by the Vendors/Promoter as stated hereunder.

1. DEFINITIONS :

- 1.1 "ACT" means the REAL ESTATE (Regulation and Development) Act, 2016 (RERA) Act as applicable in the State of West Bengal.
- 1.2 "RULES AND REGULATION" means the Regulations made under West Bengal Real Estate (Regulation & Development) Rules, 2021, in accordance with the provisions of the RERA Act as applicable in the State of West Bengal.
- 1.3 "ARCHITECT" means the person for the time being appointed to act as architect in relation to the said Building at premises morefully described in the First Schedule stated hereunder.
- 1.4 "APARTMENT/UNIT OWNER OR ALLOTTEE/PURCHASER" shall mean a person or persons who have for the time being agreed to acquire or have acquired any Apartment/Unit situated in the said building but shall not include a tenant or licensee of such Apartment/ Unit Owner.
- 1.5 "ASSOCIATION" shall mean the Organisation of the Owners of the Apartments/Units and Managing Agency to be formed for the purpose of supervision of the management and maintenance of the said Building by the Vendor/Promoter/Association.
- 1.6 "BUILT-UP AREA" means entire floor area measured from the outside of the external wall of the Apartment/Unit/including Balcony/ Varendah/ Terrace if any at the floor level, but does not include the common areas and other areas of the Building.
- 1.7 "COMMON AREAS" shall mean and include those areas of the said Building that are not allotted to a particular Purchaser/Allottee but are available for common use and enjoyment by all the Purchasers/

Allottees, Occupiers and Visitors as specified in the Fourth Schedule hereunder written.

- 1.8 "COMMON AMENITIES AND FACILITIES" shall mean and include those facilities provided by the Vendor/Promoter and are available for common use and enjoyment by all the Purchasers/Allottees, Occupiers and Visitors.
- 1.9 "CARPET AREA" shall mean the net usable floor area of the said Apartment/Unit excluding the area covered by the external walls areas under services shafts exclusive balcony or verandah area and exclusive open terrace area and includes the area covered by the internal partition walls of the Apartment/unit.
- 1.10 "COMMON EXPENSES" shall include all kinds of expenses to be incurred by or on behalf of the Apartment/unit holders for the maintenance and upkeep of the common areas and facilities of said Building and/or the said premises and those specified under the Fifth Schedule hereto.
- 1.11 "COMMON PURPOSES" shall mean and include the purposes of managing and maintaining the said Building and/or at the said premises
- 1.12 "SAID PREMISES" shall mean All That piece and parcel of land admeasuring 23 Cottahs, 10 Chittacks and 18 Sq.ft be the same a little more or less comprised in the said premises morefully described in the First Schedule stated hereunder.
- 1.13 "PLAN" shall mean the plans, drawings, specifications sanctioned by the appropriate concerned authorities of The Kolkata Municipal Corporation being Building Permission No. 2022100145 dated 29.09.2022 for construction of the said residential Building on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Architect/Vendor/Promoter.
- 1.14 "PROPORTIONATE OR PROPORTIONATELY" shall mean the proportion in which the super-built area of any Apartment/unit bears to the entire super built up areas of all the Apartments/units of the said Building.
- 1.15 "PERSON/ PURCHASER / ALLOTTEE" shall mean
- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
  - ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.



- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
  - iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
  - v) in case of a company its successors and/or successors-in-office and/or interest.
  - vi) an association of persons or body of Individuals whether incorporated or not.
  - vii) a co-operative society registered under any law relating to co-operative societies.
  - viii) any such other entity as the State Government may by notification specify in this behalf.
- 1.16 "RIGHT OF MANAGEMENT" shall always remain vested with the Vendor/Promoter and/or its assigns.
- 1.17 SAID BUILDING shall mean the Building constructed at the said premises together with the common areas and facilities therein.
- 1.18 SAID APARTMENT/UNIT shall mean All That the said Apartment/Unit more fully described in the Second Schedule hereunder written.
- 1.19 SUPER BUILT-UP AREA shall mean the constructed area of the said Building and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Architect.
- 1.20 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST and Taxes, duties, levies, surcharges, cess or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said Building known as "UTSAV" and/or the said Apartment/Unit in the said building as may be applicable.
- 1.21 UNDIVIDED SHARE shall mean the proportionate undivided/impartible variable undivided share in the land underneath the said building comprised in the said Premises attributable to the said Apartment/Unit.
- 1.22 APARTMENT/UNIT HOLDER shall mean the persons who have for the time have acquired any Apartment/unit in the said Building but shall not include a tenant or licensee of such Apartment/Unit Holder.
- 1.23 VENDORS shall mean Smt. Asha Poddar, Smt. Kiran Poddar, Smt. Ranjana Poddar and Smt. Seema Poddar and their respective heirs, executors, administrators and legal representatives.

1.24 PROMOTER shall mean PMV PROJECTS LLP represented by its Partners (i) Mr. Madhur Poddar, (ii) Mr. Mudit Poddar, (iii) Mr. Varun Poddar and (iv) Mr. Vedant Poddar and the partners for the time being of the said Limited Liability Partnership firm and each of their respective heirs, executors, administrators and /or legal representatives.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only of lawful money of the Republic of India in hand well and truly paid by the Purchaser to the Vendors/Promoter on or before the execution of these presents (the receipt whereof the Vendors/Promoter do hereby admit and acknowledge to have received and doth hereby acquit release and discharge the said unit and every part thereof as also the Purchaser) the Vendors/Promoter do hereby sell grant convey transfer by way of sale assign and assure unto the Purchaser ALL THAT Apartment/Unit No. \_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq.ft. and built-up area of about \_\_\_\_\_ Sq.ft. and Super Built-up area of \_\_\_\_\_ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area, if any, having an area of \_\_\_\_\_ square feet on the \_\_\_\_\_ floor TOGETHER WITH right to park \_\_\_\_\_ cars in the open/covered and mechanical car parking area on the ground floor of the said building situate at 189/1/1, Netaji Subhas Chandra Bose Road, P.S.- Netaji Nagar (previously Jadavpur), Kolkata – 700040 together with the undivided indivisible proportionate share in the land underneath the said building comprised in the said premises morefully described the First Schedule stated hereunder attributable thereto and together with undivided proportionate share in the common areas parts and facilities of the said building known as "UTSAV" attributable thereto and hereinafter collectively referred to as the "said Unit" and more fully described in the Second Schedule hereunder written and delineated in the Plan hereto attached together with right to use common areas and amenities attached therewith TOGETHER WITH the right in common with the owners and occupiers for the time being of other units in the said building and all others having like right to use for the purpose of ingress and egress from the said unit entrance, staircase landing in the said building and using for all purposes in common with the Vendors and the persons deriving title from the Vendors together with full and free liberty with or without car, carriages, to pass and repass over and along any of the passage leading to and from the said unit but excepting and reserving the easements and rights as specified in the Third Schedule hereinafter written and the said unit is transferred subject to and with the benefit of such easements as specified and morefully set out in the Fourth Schedule stated hereunder TOGETHER WITH

all rights liberties privileges easements advantages and appurtenances whatsoever thereunto belonging or held or occupied or reputed as part or member thereof or appurtenant therewith AND ALL the estate right title and interest claim and demand whatsoever of the Vendors/Promoter into upon or in respect of the said piece and parcel of land underneath the building of the said unit and every part thereof AND ALL deed pattahs writings muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Vendors or any person or persons from whom they may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever subject to the obligation of the Purchaser proportionately contributing and paying for common expenses, the rates and taxes and levies etc. morefully described in the Sixth Schedule hereunder written for maintaining the common parts, paths and pathways, repairing roads and ways and renewing common facilities as fully described in the Fifth Schedule hereunder written subject to rights excepted and reserved, covenants, restrictions, stipulations, terms and conditions on the part of the purchaser to be observed and performed with regard to the mode of user of the said unit imposed on the Purchaser as obligations intended to be binding in perpetuity on the said unit hereby conveyed and all future owners thereof provided that the maintenance, repair and/or up keep of all the common areas as fully described in the Fifth Schedule hereunder written shall be carried out by the Vendors on payment of proportionate charges and common expenses morefully described in the Sixth Schedule hereunder written by the Purchaser until formation of an association of all the unit owners and/or a maintenance Agency and subject to the covenants, restrictions, stipulations, terms and conditions as stated in the Seventh Schedule hereunder written.

THE VENDORS/PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows :-

- a) THAT the Vendors/Promoter has good right full power and absolute authority to grant convey transfer by way of sale assign and assure the said unit hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid ;
- b) AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly enter upon occupy or possess and enjoy the same and receive the

rents issues and profits thereof and every part thereof without any suit lawful eviction or interruption claim and demand whatsoever from or by the Vendors/Promoter or any person or persons having or claiming or to claim from under or in Trust from the Vendors/Promoter or any of its predecessors-in-title ;

c) AND THAT the Purchaser shall hold the said unit free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Vendors/Promoter and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever and made executed occasioned and suffered by the Vendors/Promoter or any of its predecessors-in-title or any person or persons having or claiming as aforesaid;

d) AND FURTHER THAT the Vendors/Promoter and all persons having or claiming any estate right title or interest in the said unit or any part thereof from under or in trust for the Vendors/Promoter or any of its predecessors-in-title shall and will at all times hereafter at the request and cost of both the parties doth and execute and cause to be done and/or executed all such further and other acts deeds and things conveyances and assurances whatsoever for further better and more perfectly and absolutely granting the said unit and every part thereof unto and to the use of the Purchaser as may be reasonably required ;

e) The Vendors/Promoter hereby confirms to have delivered peaceful and vacant possession of the said unit to the Purchaser before the execution of these presents ;

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS/PROMOTER as follows :-

i) To pay proportionate maintenance charges including management fees applicable to the said Unit and to co-operate with the Vendor, Association and Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities of the Housing Complex;

ii) To observe the rules or regulations as may be framed from time to time by the Vendors/Promoter, Association and/or Maintenance Agency in respect of the said Housing Complex;

- iii) To allow the authorized representatives of the Vendors/Promoter and/or Maintenance Agency with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit in the said building;
- iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the Said Unit and proportionately in relating to the common expenses;
- v) The Purchaser shall have the right in common with the Vendors/Promoter and other unit holders of the said building to pass and repass with and without vehicles over and along those parts of the common passages as well as the entrance halls, landings staircases, lifts, corridors and passages in the said building.
- vi) The Purchaser shall pay to the suppliers all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the said unit including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.
- vii) The Purchaser must exercise all works and maintain all arrangements on or in respect of the said Unit that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Vendors/Promoter, occupier or any other person.
- viii) The Purchaser shall be liable for:
  - i) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said unit and applicable to the said building;
  - ii) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;
  - iii) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;

- iv) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Deed ;
- ix) The name of the building shall be "UTSAV".
- x) The right of the Purchaser shall remain restricted to the Said Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Housing Complex.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

- i) The Vendors/Promoter shall be entitled to all future vertical exploitation of the said building by way of additional construction or otherwise in accordance with law.
- ii) The Purchaser shall not be entitled to use any car parking space at the said building unless specifically allotted under this Deed.
- iii) The Purchaser shall have no right in the roof of the building any of the open spaces, open car parking spaces etc. at the said Housing Complex save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Vendors/Promoter and the Vendors/Promoter shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Vendors/Promoter.
- iv) The Purchaser shall deposit with the Vendors/Promoter/ Association and Managing Agency necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Vendors/Promoter/Association and Managing Agency as the case may be. Such deposit shall be treated as a security deposit which shall be utilised or applied for the purpose of discharging the obligation of the Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed

to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.

v) The Vendors/Promoter has framed a scheme for maintenance and management of common areas and common amenities and facilities of the said Housing Complex and overall management and control of the common areas together with amenities and facilities in the said Housing complex shall remain vested in the Maintenance Agency to be appointed by the Vendors/Promoter and/or Association and all decisions with respect to the management and control shall be binding on all the Purchasers of the said Housing Complex.

vi) The Vendors/Promoter and/or Association will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorata maintenance charges etc. from the unit holders in the said Housing Complex. Such maintenance Agency shall be accountable to the Vendors/Promoter and/or Association and for the aforesaid purpose, each of the Purchasers shall be obliged to execute a separate agreement with such Maintenance Agency or Vendors/Promoter and/or Association as the case may be.

vii) After the Vendors/Promoter appoints the said management company and/or Association all the rights and obligations of the Vendors/Promoter with regard to the common purposes shall be exercised by the said management company and/or Association and the Vendors/Promoter shall be freed and discharged from all the obligation in respect thereof.

viii) The Purchaser shall bear and pay the proportionate costs charges and expenses of the said Housing Complex together with management fees thereof to the Vendors/Promoter and/or Maintenance Agency and/or Association.

ix) The Vendors/Promoter or Maintenance Agency and/or Association shall keep all books of account and other records of the Housing Complex in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said Housing Complex.

x) The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said Housing Complex.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land measuring 23 Cottahs, 10 Chittacks and 18 Sq.ft. be the same a little more or less together with 70 year old G+1 one storied residential building having cemented floor measuring about 415.35 Sq. Mtrs. equivalent to 4470 Sq.ft. situate lying at and being Premises No.189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 butted and bounded as follows :-

ON THE NORTH : By Premises No.189, N.S.C. Bose Road and partly KMC Road;

ON THE EAST : By Premises No.201, N.S.C. Bose Road;

ON THE SOUTH : By Tolly Nalla;

ON THE WEST : By partly Premises No.189/1, N.S.C. Bose Road and partly common passage of Premises No.189/1/1, N.S.C. Bose Road;

THE SECOND SCHEDULE ABOVE REFERRED TO :

(said Unit)

ALL THAT Apartment/Unit No.\_\_\_\_ containing Carpet area of about \_\_\_\_\_ Sq.ft. and built-up area of about \_\_\_\_\_ Sq.ft. and Super Built-up area of \_\_\_\_\_ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area , if any, having an area of \_\_\_\_ square feet on the \_\_\_\_\_ floor TOGETHER WITH right to park \_\_\_\_ cars in the open/covered and mechanical car parking area on the ground floor of the said building situate at 189/1/1, Netaji Subhas Chandra Bose Road, within the limit of K.M.C. Ward No.98, P.S. Netaji Nagar previously Jadavpur, Kolkata – 700040 together with the undivided indivisible/impartible proportionate share in the land underneath the said building comprised in the said premises and together with undivided proportionate share in the common areas, amenities and facilities of the said building attributable thereto.



THE THIRD SCHEDULE ABOVE REFERRED TO :  
(RIGHTS AND EASEMENTS EXCEPTED AND RESERVED)

- a) The right in common with the Owners and occupiers for the time being of the other Units in the said building and all others having the like right to use for the Purposes of access to and egress from the entrance, staircases, landings in the said building and such of the passages therein.
- b) The right with or without workmen and necessary materials to enter from time to time upon the said Unit but without causing any undue inconvenience to occupants thereof for laying pipes drains wires and conduits as aforesaid and for the purpose of repairing including inspection if necessary thereof.
- c) A right of protection for the said Unit by other portion or portions of the said building and by all parts of the said building.
- d) A right to attach to the joist immediately above the said Unit ceilings for the various parts of the Unit and right to do such things affecting such joist as may be necessary in the repair and replacement of such ceilings.

THE FOURTH SCHEDULE ABOVE REFERRED TO :  
(RIGHTS AND EASEMENTS ATTACHED)

- a) The Purchaser shall be entitled to all privileges and rights including right of vertical and lateral supports easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said Unit.
- b) The Purchaser and his Servants, Agents, Employees and invitees shall have the right of access in common with the Owners and occupiers for the time being of the other Units at all times and for necessary purposes connected with the use and enjoyment of their respective Units and common parts with vehicles over and along the drive way and/or pathways for entry into the said building provided always and it is hereby declared that nothing herein contained shall permit the Purchaser and/or his servants, agents and employees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise free passage of other persons properly entitled to such rights of way as aforesaid.

c) The Purchaser shall have the right of protection of the said Unit by or from all parts of the said building so far as may be necessary including right of support both vertical as well as lateral and right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said Unit through pipes, drains, wires and conduits being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said Unit.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

1. The foundation, columns, beams, supports corridors, lobbies, stairs, stairways, landings, lift well, entrances exits and path-ways driveways.
2. Common entrance and passage on ground floor.
3. Water pump, water tank, water pipes and other common plumbing installation.
4. Electric wiring, motor and fittings and Transformer if any.
5. Drainage and sewers including manholes, etc.
6. Pump house.
7. Common Toilets.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space within the said premises and/or the building as are necessary and as may be specified but excluding the other open and/or covered areas or space which shall be used or allowed to be used exclusively by the Vendors/Promoter and the persons deriving title from them for different purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing replacing and renewing etc. of the main structure, the roof, gutters, lift, generator, motors, transformer etc. and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipments, in under or upon the said building and enjoyed or used by the Purchasers/ Allottees in common with other occupiers or serving more than one Apartment/unit in the said building,

main entrance, landing and stair cases of the said building and enjoyed by the Purchaser/Allottees or used by him/her/them/it in common as aforesaid and the boundary walls of the said building.

2. The cost of white washing cleaning and lighting the main entrance, passage, landings, stair cases, lift well and other parts of the said building so enjoyed and used by the Purchasers/ Allottees in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of Durwans, sweepers, security guards.
4. Maintaining all Common Areas and Facilities, including fittings related to plumbing, sanitary, electrical, hardware etc. having natural wear and tear.
5. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said Apartment/unit and premises or any part thereof.
6. Generally managing, maintaining and administering and protecting the entire common areas and amenities in the said building at the said premises.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

As from the date of possession of the said Apartment/Unit, the Purchaser/Allottee agrees and enter into the following restrictive covenants that the said Apartment/unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions.

- i) To co-operate with the Vendors/Promoter and/or Association/Maintenance Agency in the management and maintenance of the said common areas of the said Building;
- ii) To observe the rules or regulations as may be framed from time to time by the Vendors/Promoter and/or association in respect of the said Building;

- iii) To allow the authorized representatives of the Vendors/Promoter and/or Association/Maintenance Agency with or without workmen to enter into the said Apartment/unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Apartment/unit in the Building;
- iv) To pay the charges of the electricity and other utilities in or relating to the said Apartment/unit wholly for the said Apartment/Unit and proportionately in relating to the common expenses;
- v) Not to sub-divide the said Apartment/Unit or any portion thereof :
- vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the said Apartment/unit or in the building and/or compound or in any portion of the building or in any part of the said Building or in the Common parts save at the places indicated therefor and to maintain the cleanliness of the said Building as per the Swacch Bharat Abhiyan Scheme launched by the Government of India.
- vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Apartment/Unit or in the common areas and not to block any common areas and not to block any common areas of the said building and/or Building in any manner ;
- viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Apartment/Unit ;
- ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the said building or any part thereof ;
- x) Not to do or cause anything to be done in or around, the said Apartment/Unit which may cause or tend to cause or tantamount to cause or affect any damage to the said Apartment/Unit or to the flooring or ceiling of the said Apartment/Unit or any other portion over or below the said Apartment/Unit or any part thereof or the fittings and fixtures affixed thereto ;

- xi) Not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the said Apartment/Unit ;
- xii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect and Vendors/Promoter ;
- xiii) Not to make in the said Apartment/Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendors/Promoter and/or any concerned authority ;
- xiv) Not to fix or install any antenna on the roof of the said building or any window antenna ;
- xv) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said building.
- xvi) Not to use the said Apartment/Unit or permit the same to be used for any purpose whatsoever other than for the allotted purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Building;
- xvii) To use only those common areas as are mentioned in the Fourth Schedule hereto, for ingress and egress to the said Apartment/Unit, in common with the other occupiers of the said Building and the Purchaser/Allottee shall have no right on any other portion and/or space in the said building.
- xviii) Not to obstruct or object to the Vendors/Promoter doing or permitting any one to do any construction, alteration or work in the said Building ;
- xix) Not to claim any rights easements in respect of other areas of the said building ;

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

SIGNED SEALED AND DELIVERED  
by the OWNERS/VENDORS at Kolkata  
In the presence of :-

SIGNED SEALED AND DELIVERED  
by the PROMOTER at Kolkata  
In the presence of :-

SIGNED SEALED AND DELIVERED  
by the ALLOTTEE /PURCHASER at Kolkata  
In the presence of :-

=====  
DATED THIS      DAY OF                      2023  
=====

B E T W E E N

ASHA PODDAR & ORS.  
..... OWNERS/VENDORS

A N D

PMV PROJECTS LLP  
..... PROMOTER

A N D

..... ALLOTTEE /PURCHASER

DEED OF CONVEYANCE

C.K. JAIN & COMPANY  
SOLICITOR & ADVOCATES  
7A, KIRAN SHANKAR ROY ROAD  
KOLKATA – 700001