

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of, 202...

BETWEEN

(1) **MR. RAUNACK RUNGTA (PAN : AWZPR 1113 L)** (, (Mobile No. 90071 14558), son of Late Rajendra Kumar Rungta, by Nationality Indian, By Faith Hindu, By Occupation Business, of 19A, Sarat Bose Road, "Rameswara Apartment" Kolkata 700 020, Post Office & Police Station Bhawanipur, (2) **MR. SREYANS MUNOT (PAN AJRPM7975Q)**, son of Mr. Parash Mall Munot, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at 14, Kshirod Ghosh Road, Post Office Howrah GPO, Police Station Golabari, Howrah – 711101, (3) **MRS. SHIVANI JAIN (PAN ARWPS4832M)**, wife of Mr. Hemant Jain, by Nationality Indian, by Faith Hindu, by Occupation Service, residing at Plot No. 100/6 & 100/7, 32/5, Sahapur Colony, Block J, Post Office & Police Station New Alipore, Kolkata-700053 And (4) **MR. PARASHMAL MUNOT** alias **PARAS MAL MUNOT (PAN: AKQPM7341G)**, son of Late Joharilal Munot, by Nationality Indian, By Faith Hindu, By Occupation Business, residing at 14, Kshirod Ghosh Road, Block-D, 7th Floor, Post Office - Howrah GPO, Police Station Golabari, Howrah-711101, (hereinafter referred to as the "**OWNER**" which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, successors and/or assigns) of the **FIRST PART**.

AARIFA DEVELOPERS PVT. LTD

Director

AND

M/S. AARIFA DEVELOPERS PRIVATE LIMITED (Income Tax PAN: AAXCA2517J), (TAN : CALA31970B), (CIN : U45400WB2022PTC255177), a company incorporated and registered under the provisions of the Companies Act, 2013, having its registered office at 3, Royd Lane, Elliot Road, Police Station & Post Office – Park Street, Kolkata – 700016, duly represented by one of its directors, **MOHAMAD KAMAL ASHRAF, (PAN: AIFPA3630H), (Mobile No. 9831072851)**, son of Haji Md. Samsuddin, (**authorized vide board resolution dated**), by Nationality Indian, by Faith Islam, by Occupation Business, residing at 110/H/7B, Elliot Road, Police Station & Post Office – Park Street, Kolkata – 700016, hereinafter referred to as the "**Promoter**", (hereinafter referred to as the "**PROMOTER**" which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of the **SECOND PART.**

AND

(1) _____, (PAN: _____),
_____, (Mobile No. _____), son of/wife of/daughter
of _____, and _____ (2)
_____, (PAN: _____),
_____, (Mobile No. _____), son of/wife of/daughter
of _____, residing at _____ at
_____, Police Station: _____,
Post Office: _____,
District: _____, Kolkata-_____, West
Bengal, India, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns) of the **THIRD PART.**

The Owner, the Promoter and the Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. One Nabakishore Mondal, since deceased, Pravash Chandra Mondal, Jugal Chandra Mondal of Bawali, were seized and possessed of or otherwise well and sufficiently entitled to the landed property comprising C.S. Dag No. 102, R.S. Dag Nos. 191 & 194, measuring 40.02 Decimals and 21.09 Decimals appertaining to District Settlement Khatian Nos. 5 & 6, R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132, & 133, situate at Mouza Nayabad, J.L. No. 25, R.S. No.3, under Touzi No. 56, Pargana Khaspur, P.S.-formerly Tollygunge, thereafter P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Additional Sub-Registry office at Sealdah, District South 24-Parganas.

B. One Nagendra Nath Dey Sarkar and Others being the predecessors of Gyanendra Nath Dey Sarkar of Baishnabghata by four Mourashi Mokarari Pattas took permanent Settlement in respect of the property acquired by some of the co-sharers of the said Mondal family in respect of their shares in the said property and thus the said Nagendra Nath Dey Sarkar started enjoying the said property as owner thereof after recording his name in respect of Khatian No. 5 of Mouza-Nayabad and Khatian No. 11 of Mouza-Chakgaria.

C. The said Gyanendra Nath Dey Sarkar and others after becoming the owners in respect thereof established a firm in the name of the Suburban Agricultural Dairy & Fisheries Co. Ltd. and transferred the said Land to the said firm.

D. Thereafter the said Suburban Agricultural Dairy & Fisheries Co. Ltd., with the object of demarcation of its shares and exclusive and separate enjoyment of the said land acquired by its, instituted a Civil Suit as Plaintiff vide No. 16 of 1941 before the Learned 3rd Sub-Judge at Alipore against the other co-sharers of the property.

E. After hearing of the said suit in the said Court the Plaintiff firm was declared to be the rightful owner in respect of its shares and Sri Sachindra Nath Koley, Executor of the Swarnamoyee Dassi Estate, the Defendant No.16 was declared to be the rightful owner in respect his shares and the Defendant Nos. 12, 13 & 14 namely Pravash Chandra Mondal, since deceased, Pratul Chandra Mondal and Amarendra Nath Mondal were declared to be the owners in respect of their respective shares in the Said land.

F. During the pendency of the said suit the said Pravash Chandra Mondal died intestate on 17.04.1968, leaving behind him surviving his two sons Sri Sasanka Sekhar Mondal, Sri Biswa Sekhar Mondal, only wife Smt. Sudhangsu Bala Mondal and four daughters namely (1) Smt. Ashima Rani Roy (2) Smt. Susama Rani Das, (3) Smt Bimala Rani Mondal (Dolui) and (4) Miss. Pratima Rani Mondal as his only legal heirs who were substituted in the said Suit in place of the deceased Pravash Chandra Mondal, the defendant No.12.

G. Thereafter in the year 1969 by a registered short-term lease registered at the District Registrar, Alipore and recorded in Book No. I, Volume No. 11, Pages 218 to 255, Being No.271, for the year 1969, the said Smt. Susama Rani Das, Smt. Bimala Rani Mondal (Dolui) and Smt. Pratima Rani Mondal granted a Lease in Rayati right in favour of their two brothers said Biswa Sekhar Mondal and Sasanka Sekhar Mondal at an yearly rent of Rs.1.75 Paise and by registered Indenture dated 25.01.1969, recorded as Deed No. 275, for the year 1969, the aforesaid Lessors sold their right, title and interest in the said lease hold land unto and in favour of Smt. Sudhangsu Bala Mondal, wife of Late Pravash Chandra Mondal and Smt. Nilima Rani Mondal, wife of Sri Sasanka Sakhhar Mondal and the right, title and interest of the said lessors in the said land became ceased and destroyed there from forever.

H. Thereafter by a registered Deed of Gift dated 03.10.1969, registered at the office of the Joint Sub-Registrar at Alipore at Behala and recorded in Book No. I, Volume No. 65, Pages 233 to 276, as Deed No.4198, for the year 1969, the said Smt. Sudhangsu Bala Mondal transferred, conveyed, assigned and assured her right, title and interest unto and in favour of Sri Biswa Sekhar Mondal and Sasanka Sekhar

Mondal and the said Smt. Sudhangsu Bala Mondal became ceased and dispossessed there from.

I. In the manner aforesaid the said Biswa Sekhar Mondal, Sasanka Sekhar Mondal and Smt. Nilima Rani Mondal, jointly became the owners of 6/7th share of the share left by the said deceased Pravash Chandra Mondal and the said Smt. Ashima Rani Roy became the owner of her share of the Property.

J. Thereafter the said Biswa Sekhar Mondal and Sasanka Sakhhar Mondal as the Principal Party of the said Suit No. 16 of 1941, applied before the Ld. Court for Sale of 1 Ganda 2 Karas being 27/320th share of each of them and the Ld. Court granted the said prayer.

K. Thereafter Amarendra Nath Mondal the another co-sharer of the land of C.S. Dag No.102, R.S. Dag Nos. 191 and 194 of the said Mouza Nayabad along with other land with the object of exclusive possession and separate enjoyment of the said land filed an application praying inter-alia for partition of his share in the suit property in partition suit No.16 of 1941 pending before the Ld. Sub-Judge at Alipore. After hearing of the said application a Pleader Commissioner was appointed by the said Ld. Court with a view to effect partition and/or separation and/ or division of the said property among the co-sharers thereof Accordingly Sri Bibhuti Bhusan Majumdar, the Pleader Commissioner after proper survey of the said land prepared a Sketch Plan annexed thereto submitted his Report before the said Ld. Court and on the basis of the report submitted by the Pleader Commissioner, the said Suit was finally decreed on 14.07.1971, by the Ld. 3rd Sub-Judge, Alipore.

L. As per decree passed by the said Ld. Court based on the report of the Pleader Commissioner, Sri Sasanka Sekhar Mondal was absolutely allotted a separately demarcated area of land of the said Mouza Nayabad, comprising C.S. Khatian Nos. 5 and 6, appertaining to C.S. Dag No. 102, corresponding to R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133, of R.S. Dag Nos. 191 and 194 and since then the said Sasanka Sekhar Mondal had been enjoying the Said Property peaceably and in severally from others.

M. As per report submitted by the Pleader Commissioner and final decree passed by an order dated 04th June, 1971, being Order No. 546, by the said Ld. Court based on the said report it was specifically noted of land marked "CHHA" (measuring 19 ½ Bigha) and land marked "JHA" (measuring 19 ½ Bigha) of land as delineated in the Site Plan annexed with the said report was absolutely allotted to Sri Sasanka Sekhar Mondal.

N. while being in peaceful and uninterrupted possession of the said property, said Sasanka Sekhar Mondal being in need of money and for his legal necessities, by a registered Indenture dated 14.10.1988 registered in the office of A.D.S.R. Sealdah, 24-Parganas recorded in Book No. I, Deed No.1301, for the year 1988, sold, transferred and conveyed a plot of land measuring about 9 Bighas 15 Cottahs situate in the said Mouza Nayabad, comprising C.S. Dag No. 102, appertaining to C.S. Khatian No. 6, in R.S. Khatian Nos. 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, 123, 126, 127, 128, 131, 132 & 133, of R.S. Dag No. 194, J.L. No.25, R.S. No. 3, under Collectorate Touzi No. 56, P.S. formerly Tollygunge, thereafter Kasba,

thereafter P.S. Purba, Jadavpur, at present P.S. Panchasayar, also lying within the local limits of The Kolkata Municipal Corporation, Ward No. 109 in favour of (1) Sri Amit Kumar Ghosh, son of Sri Ganga Prasad Ghosh, (2) Smt. Lilamoyee Ghosh, wife of Sri Ganga Prasad Ghosh, both residing at 32/A, Chandranath Chatterjee Street, P.S. Bhowanipur, Kolkata 700 025.

O. After purchase of the said land said Smt. Lilamoyee Ghosh empowered her son namely Sri Amit Kumar Ghosh to transfer her undivided $\frac{1}{2}$ share of the property to any Third Party by virtue of a registered General Power of attorney dated 07.11.1988, registered at A.D.S.R. Alipore, recorded into Book No. IV, Volume No. 23, at Pages 135 to 142, Deed No. 931 for the year 1988.

P. Said (1) Sri Amit Kumar Ghosh, (2) Smt. Lilamoyee Ghosh, were in continuous possession of their said purchased land along with unfettered right, title, interest thereto and they have been paying the necessary taxes to the concerned authority.

Q. In need of cash money and also for other various legal necessities said Sri Amit Kumar Ghosh, for self and also on behalf of his mother namely Smt. Lilamoyee Ghosh, decided to sell their property by dividing their total purchased land into several small plots of land leaving therein passages for egress and ingress.

R. By and under a Bengali Registered Deed of Conveyance dated 01.10.1999, registered with the Office of the District Sub-Registrar-III, South 24-Parganas at Alipore recorded in Book No. I, Volume No. 104, at Pages 330 to 349, Being No.4073, for the year 1999, said Sri Amit Kumar Ghosh, for himself and also on behalf of his mother namely Smt. Lilamoyee Ghosh, sold, transferred, conveyed, assigned and granted a Plot of land measuring more or less 10 (Ten) Cottahs, 11 (Eleven) Chittacks, 5 (Five) Sq. Ft, be the same or a little bit more or less comprised in C.S. Khatian No. 6, appertaining to C.S. Dag No.102, corresponding to R.S. Khatian Nos. 112, 113, 115, 123, 126, 127, 128, 131 and 133 appertaining to R.S. Dag No.194, situated in Mouza - Nayabad, District Collectorate Touzi No. 56, Revenue Survey No. 3, J.L. No.25, Plot No. 9, 10, 35 and 36, under P.S. the then Kashba, thereafter P.S. Purba Jadavpur, presently P.S. Panchasayar, within the District of South 24-Parganas which is under the Ward No. 109 of The Kolkata Municipal Corporation in favour of one Smt. Sipra Roy, Smt. Dr. Swapna Sinha (Baidya), Smt. Gopa Battacherjee, Sri Prabir Kumar Nag, Sri Debabrata Roy, Sri Ajit Deb Barma, Sri Manick Dhar, Mrinal Chowdhury, since deceased, Smt. Sudha Saha (Roy), Smt. Tiripti Roy (Majumder), Sri Atul Kumar Saha, and Sri Tapan Saha for a valuable consideration as mentioned therein each having undivided $\frac{1}{12}$ th share of the total property.

S. Simultaneously on the date of Purchase i.e. on 01.10.1999 the purchasers took over possession of their said land and thereafter mutated their names with the Office of the Block Land and Land Reforms Office herein after referred to as B.L. & L.R.O. having jurisdiction and paying all rate, rent and taxes thereof have been enjoying the said land jointly on ejmali basis as joint owners and possessors thereof without any hindrance and disputes from any corner whatsoever.

T. After being mutated their names with the B.L. & L.R.O. in respect of the said land R.S. Khatian allotted in respect of said Land are 131, 132 and 133, appertaining

to R.S. Dag No. 194 and rest R.S. Khatian Nos. were deleted with regard thereto and henceforth the said Land is comprised in R.S. Dag No. 194 appertaining to R.S. Khatian No.131, 132 and 133 in respect of the present Owners.

U. Subsequently when the parties hereto attempted mutate their names with The Kolkata Municipal Corporation it has been detected that in the Schedule of said Purchase Deed being Deed No. 4073 the year 1999 due to a typographical mistake R.S. Khatian Nos. have not been correctly typed that is to say R.S. Khatian No.132 has not been typed and in another place typed 115, 123 instead of 115- 123 as such to rectify such anomalies parties herein on 21.04.2011 executed and registered a Deed of Declaration which also been registered with the Office of District Sub-Registrar-III. South 24-Parganas at Alipore and recorded in Book No. I, CD Volume No. 6, from Pages 6288 to 6297 as Being No.03096 for the year 2011.

V. By virtue of a registered Deed of Sale dated 15.09.2011, registered at D.S.R. III, Alipore and recorded in Book No. I, C.D. Volume No. 15, Pages 4719 to 4741, Being No. 7325 for the year 2011, aforesaid Sri Manik Dhar, Smt. Sipra Roy and Dr. Tapan Saha sold, transferred and conveyed their entire undivided share of the said land and property in favor of the other co owners of the property as a result the present owners each become the owners of the undivided 1/9th share of the total property.

W. Said Mrinal Kanti Chowdhury, died intestate on 09.10.2012, leaving behind his wife namely Smt. Anuradha Chowdhury, one son Sri Avishek Chowdhury and one daughter namely Smt. Manashwini Chowdhury, inherited his undivided 1/9th share of the total property as per Hindu Succession Act, 1956.

X. By above said purchased and inheritance said Smt. Dr. Swapna Sinha (Baidya), Smt. Gopa Battacherjee, Sri Prabir Kumar Nag, Sri Debabrata Roy, Sri Ajit Deb Barma, Smt. Sudha Saha (Roy), Smt. Tiripti Roy (Majumder). Sri Atul Kumar Saha, Smt. Anuradha Chowdhury, Sri Avishek Chowdhury and Smt. Manashwini Chowdhury became the absolute joint owners of land measuring more or less 10 (Ten) Cottahs 11 (Eleven) Chittacks 5 (Five) Sq. Ft, be the same or a little bit more or less comprised in C.S. Khatian No. 6, appertaining to C.S. Dag No.102, corresponding to R.S. Khatian No. 131 appertaining to R.S. Dag No. 194, situated in Mouza - Nayabad, District Collectorate Touzi No.56, Revenue Survey No. 3, J.L. No.25, Plot No. 9, 10, 35 and 36, under P.S. the then Kasha. thereafter P.S. Purba Jadavpur, presently P.S. Panchasayar, within the District of South 24-Parganas and thereafter they jointly recorded their names in the record of the Ld. B.L. & L.R.O. Kasba vide Mutation Case Nos. 410 of 2014 to 420 of 2014 and the Owners herein separately converted their nature of land from the Shali to Bastu and also mutated their names in the record of the K.M.C. known as K.M.C. Premises No. 3453, Nayabad, Assessee No. 31-109-08-6882-6, Ward No.109, P.S. Panchasayar, Kolkata-700 094.

Y. Being in need of money said Smt. Dr. Swapna Sinha (Baidya), Smt. Gopa Battacherjee, Sri Prabir Kumar Nag, Sri Debabrata Roy, Sri Ajit Deb Barma, Smt. Sudha Saha (Roy), Smt. Tiripti Roy (Majumder), Sri Atul Kumar Saha, Smt. Anuradha Chowdhury, Sri Avishek Chowdhury and Smt. Manashwini Chowdhury, jointly sold conveyed and transferred All That the land measuring an area of 10 (Ten)

Cottahs 11 (Eleven) Chittacks 5 (Five) Sq. Ft. situated at Mouza Nayabad, Touzi No. 56, Revenue Survey No.3, J.L. No.25, in R.S. Dag No.194, under R.S. Khatin No. 131, known as K.M.C. Premises No.3453, Nayabad, within the K.M.C. Ward No.109, P.S. Panchasayar, Kolkata 700 094, **Together With benefit of sanction of a Ground Plus Seven storied building plan vide building Permit No. 2020120443 dated 22.03.2021 sanctioned by The Kolkata Municipal Corporation**, by a registered deed of conveyance dated 14.01.2022, registered at D.S.R.- V, Alipore, South 24 Parganas and recorded into Book No. I. Volume No.1630-2022, at Pages 34542 to 34611, Being No. 461 for the year 2022 to the Kemia Apartments Limited for the consideration mentioned therein and in terms of registered Agreement for Sale dated 06.05.2018, registered at D.S.R. - V, Alipore, South 24 Parganas and recorded into Book No. I. Volume No.1630-2018, at Pages 39567 to 39625, Deed No.163001177 for the year 2018.

Z. By the above said purchased the said Kemia Apartments Limited became the absolute Owner of the entire plot of land measuring an area of 10 (Ten) Cottahs 11 (Eleven) Chittacks 5 (Five) Sq. Ft. more or less situated at Mouza Nayabad, J.L. No.25, comprising in R.S. Dag No. 194, under R.S. Khatin No. 131, known as K.M.C. Premises No. 3453, Nayabad, within the K.M.C. Ward No. 109. P.S. Panchasayar, Kolkata 700 094 Together With a Ground Plus Seven storied building Permit No. 2020120443 dated 22.03.2021 duly sanctioned by The Kolkata Municipal Corporation with Lift facility (herein after referred to as the "**Said Land**") and is in possession and enjoying the said property without any interruption and hindrances by anybody else.

AA. Said Kemia Apartments Limited in respect of the said Land has duly mutated its name in the record of the concern B.L. & L.R.O. under L.R. Khatian No. 2760 and also mutated its name in the record of the Kolkata Municipal Corporation under Assessee No. 31-109-08-6882-6.

BB. Said Kemia Apartments Limited by a registered deed of Conveyance dated 8th August, 2022, registered before the D.S.R –II, South 24 Paraganas and recorded in Book No. I, Volume No. 1602, Pages 383629 to 383663, Being No. 160210722 for the year 2022. sold conveyed and transferred All That the said Land unto and in favour of the **Owner** herein.

CC. After the above said purchase the Owner herein duly mutated their names in the record of the concern B.L. & L.R.O. under L.R. Khatian Nos. 2815, 2816, 2817 and 2828 and also mutated their names in the record of the Kolkata Municipal Corporation under Assessee No. 31-109-08-6882-6 in respect of the said land.

DD. Thus the Owner" is the absolute and lawful owner of **All That** piece and parcel of **Bastu Land** measuring an area of **10 (Ten) Cottahs, 11 (Eleven) Chittaks and 5 (Five) Sq. Ft.** whereon standing the Tin Shed structure measuring an area of 100 (One Hundred) Sq. Ft. situated at Mouza - Nayabad, Touzi No. 56, Revenue Survey No. 3, J.L No. 25, comprised in R.S. Dag No. 194, L.R. Khatian No. 2760, present L.R. Khatian Nos. 2815, 2816, 2817 and 2828, known as K.M.C. Premises No. 3453, Nayabad, Assessee No. 31-109-08-6882-6, K.M.C. Ward No. 109, Borough No. XII, Police Station Panchasayar (formerly Purba Jadavpur, formerly Kasba), Kolkata - 700 094 ("**Said Land**") more fully described in **SCHEDULE-A**.

EE. The Owner, the Promoter have entered into a Development Agreement, dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ and recorded in Book No _____ Voucher No. _____, Pages from _____ to _____ bearing being No _____ for the year 2022 (**the Development Agreement**), for development and construction by Promoter at its own cost of a Residential Building Project on the said Land for the consideration and subject to the:-

- (i) The Owner, & the Promoter have named the Building Project, as “**PRATHAM**”, (hereinafter referred to as the “**PROJECT**”).
- (ii) The Project consists of one Building (G+7+Terrace) comprising of a total number of 21 residential apartments. (here in after collectively referred to as the “**BUILDING**”).
- (iii) The Development Agreement provides that the Promoter shall own and entitle to 52% of the total revenue of the saleable area and the Owner shall own and entitle to 48% of the total revenue of the saleable area.
- (iv) The Kolkata Municipal Corporation has granted the approval to develop the Project vide Building Permit bearing **No. 2020120443 dated 22.03.2021**;

FF. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at **Kolkata** on under **Registration No.....**;

GG. The Purchaser had been allotted **Apartment No.** having **Carpet Area of Square Feet, Balcony Area Square Feet**, on **Floor** of the building as permissible under the applicable law together with pro-rata undivided, indivisible and variable share in the common areas of the Project (hereinafter referred to as the “**COMMON AREAS**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**APARTMENT**”) more particularly described in **Schedule-“B”** hereto,;

HH. By an **Agreement for Sale** dated _____, registered with the Office of the _____, in Book - _____, Volume No. _____, Page from _____ to _____, being **Deed No. _____**, for the Year _____, the Owner and the Promoter agreed to sell and the Purchaser agreed to purchase the Apartment for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations;

II. By a **Provisional Allotment Letter** dated _____, the Promoter had allotted the Apartment to the Purchaser on the basis of the terms and conditions agreed between them and with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project and their mutual rights and obligations.

JJ. The Promoter has completed the construction of the Project including the Apartment and has obtained the **Completion Certificate vide no. dated of Kolkata Municipal Corporation** and the Promoter has measured the final Carpet Area of the Apartment and confirmed the same to the Purchaser.

KK. The Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser, has taken possession of the Apartment to the Purchaser's full satisfaction.

LL. Before taking possession of the Apartment, the Purchasers have:

- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and shall not make any claim or demand whatsoever against the Owner and/or the Promoter concerning the same;
- (b) been fully satisfied about the title of the Owner to the Said Land, the documents relating to the title of the Said Land, the right of the Promoter, the Plan of the Project, the materials used in the Apartment and Appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and shall not raise any requisition about the same;

MM. REPRESENTATIONS AND WARRANTIES OF THE OWNER & THE PROMOTER:

The Owner, & the Promoter hereby represent and warrant to the Purchasers as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the Said Land; the Owner and the Promoter have requisite rights to carry out development upon the Said Land and absolute, actual physical and legal possession for developing the Said Land;
- (ii) The Owner & the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner, & the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Land, the Building and the Apartment and the Common Areas(till the time the Common Areas and Facilities are transferred to the Association);

- (vi) The Owner, & the Promoter have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) The Owner, & the Promoter confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
- (viii) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (ix) The Owner, & the Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and the Apartment is deemed to have been handed over to the Purchaser in terms of the notice of Possession issued to the Purchaser (equipped with all the specifications, amenities and facilities). To enable the Owner, & the Promoter to pay the dues mentioned above, the Purchaser hereby undertakes to discharge his legal obligation to pay such dues to them under section 19(6) of the Act.
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner in respect of the Said Land and/or the Project.

NN. In pursuance of the said Allotment Letter, this Deed of Conveyance is being executed by the Owner, and the Promoter in favour of the Purchaser to give effect to the transfer of the Apartment in favour of the Purchaser.

NOW THIS DEED OF CONVEYANCE WITNESSES as follows:

I. **SALE:** In pursuance of the said Allotment Letter and Agreement for Sale datedand in consideration of the Purchaser agreeing to observe and perform the terms & conditions herein mentioned and in consideration of the payments made by the Purchaser as mentioned in **SCHEDULE-B** herein, the Owner, and the Promoter do hereby sell, grant, convey and transfer unto the Purchaser **ALL THAT** the Apartment more fully described in **SCHEDULE-B** hereto, as shown in **RED** border on the floor plan of the Apartment annexed hereto and marked as **Plan-“A” TOGETHER WITH** pro rata share in the Common Areas of the Project and also in the land on which the Project is situated together with all easements, rights and appurtenances belonging thereto **TO HAVE** and **TO HOLD** the Apartment and the properties appurtenant thereto, absolutely and forever, as its exclusive Owner, free from all encumbrances, subject to the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter and the same shall be deemed to be covenants running with the Land.

II. THE PURCHASER DOETH HEREBY COVENANT WITH THE OWNER AND THE PROMOTER as follows:

The Purchaser doeth hereby, agree, accept and covenant with the Owner and the Promoter as follows:

(1) **Inspection of Plan, Fixtures, Fittings:** The Purchaser has, *inter alia*, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the building(s) thereof and the condition and description of all fixtures and fittings installed and/or provided or to be provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and the Common Areas.

(2) **Common Areas of the Project and Facilities:** It is strictly agreed by the Purchaser with the Owner and the Promoter that:

(i) The Purchaser hereby agrees with the Owner & the Promoter that the Common Areas and common facilities in the Project shall be used by the Purchasers of the Project in common with each other;

(ii) The Purchaser of the Apartment in the Project shall own in common with other purchasers of the Project, the Common Areas of the Project and also the land on which the Building is situated together with all easements, rights and appurtenances belonging thereto;

(3) **Maintenance of the Building/ Apartment/Project:** The Promoter shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Project by the Association of the purchasers upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be.

Thereafter, the Promoter would be raising bills on the Purchaser for further maintenance of Common Areas and Facilities of the Project. It is assumed that the Association(s) shall be formed and maintenance and management of the Common Areas & common facilities will be taken over by the purchasers within a period of 1 (one years) from the date of the Completion Certificate or Partial Completion Certificate, as the case may be. In case the formation of the Association is delayed beyond the two year period, the Promoter shall provide and maintain the essential services in the Project till the Association is formed and the Project is handed over to the Association and the purchasers shall pay to the Promoter the charges for such maintenance as fixed by the Promoter, or may hand it over to the Competent Authority.

(3.1) **Common Areas and Facilities:**

(A) The Common Areas and Facilities of the Project shall be handed over to the Association upon formation of such association by the owners of the Apartments in the Project in terms of West Bengal Apartment Ownership Act, 1972 (the "**ASSOCIATION**").

(B) The Owners of the Apartments in the Project shall join the Association as members.

(C) The Purchasers shall complete the formalities of becoming a member of Association and also to comply with the Rules and Bye-laws of the Association.

(D) The Promoter shall at an appropriate time within a maximum period of 2 years from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, of the Project shall notify the scheme of formation of the Association to the purchasers in accordance with the West Bengal Apartment Ownership Act so as to enable them to constitute/form such Association.

(E) The Purchaser shall execute the necessary Declaration in **Form-A**, for submission of the Project to the provisions of the Apartment Ownership Act to enable the formation of the Association, either by himself, or through a Power of Attorney holder, when called upon to do so by Promoter, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be.

(F) Interim Maintenance Period:

(i) During the interim maintenance period (i.e. the period prior to formation of the Association of purchasers and handing over of maintenance of Common Areas and Facilities of the Project), the Promoter shall run, operate, manage and maintain the Common Areas & Facilities.

(ii) The maintenance and management of common areas and facilities will primarily include but not limited to maintenance of water works, common Electrical installations, DG Sets, Landscaping, Driveways, Parking areas, Lobbies, lifts & staircases, etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

(G) The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and Facilities of the Project shall during the Interim Maintenance Period, be framed by the Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

(H) The balconies in the Apartment will always remain to be balcony and the Purchaser shall not glaze/ grill/cover the same so as to enclose the space or to disturb the aesthetics of the Building/Project. The Purchaser shall not interfere to the elevation/ façade of the Building. The Purchaser shall maintain the design intent of the architects.

(I) The maintenance:

(a) All Apartment Owners of the Project shall become the members of the Association. The membership of the Association shall be only in the name of individuals and the onetime charge for Association has been already paid by the Purchaser.

(b) One membership of the Association will entitle the individual, spouse and dependent children to use Association facilities. The other occupant(s) of Apartment(s) may also use the Association facilities, subject to confirmation from the Purchasers(s) and on payment of Additional Annual Subscription Charges as may be decided by the Association in due course of time.

(c) Other Purchaser(s) (such as body corporate, AOP etc.) will be required to nominate the occupier of their allotted Apartment, who, for all purposes, will be treated as the member of the Association.

(d) During the Interim Maintenance Period, shall be managed by the Promoter either by itself or through its nominee.

(e) The annual Association subscription charge for one year from the deemed date of Possession has been paid by the Purchaser. That amount is at today's cost and may be subject to revision from time to time.

(f) Detailed terms and conditions of Association membership, different charges and rules and regulations governing the usage of the Association will be formulated and circulated to all the members in due course, which will be binding on all the members of Association.

(g) In case the Apartment is transferred, the membership of Association will automatically stand transferred to the transferee of the Apartment and the transferor will cease to be the member of the Association.

(h) Maintenance Security Deposit:

The Purchaser has already deposited with the Promoter the amount of maintenance security deposit for the Apartment (the “**MAINTENANCE SECURITY DEPOSIT**”) which is morefully described in **Schedule - D** hereto. The Promoter thereafter in terms of the Development Agreement dated has passed on the said amount to the Association. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Purchaser. The deposit after adjustment/recovery of dues will be transferred/handed over by the Promoter (without interest) to the Association at the time of handing over the maintenance and management of the Project.

j. Electricity Supply:

The Purchaser has obtained electricity meter with respect to his Apartments from CESC. The Purchaser shall pay the electricity bills pertaining to his Apartment directly to CESC.

k. Diesel Generator Power Back Up:

Provision has been made for the installation of Diesel Generator (“**DG**”) for power backup to run the basic facilities at the Project.

In addition to that, DG back up facility has been made available for every apartment. The allocated DG load charges have been paid by the Purchaser. The Purchasers will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

l. Default in Making Payments of Usage Charges of Common Facilities during the Maintenance Period:

So long as the Common Areas & Facilities of the Project are maintained by the Promoter, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the Association within due dates may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services to the Purchasers and will make the Purchasers liable to pay interest @12% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

(4) **Taxes:** All prices, rates, fees and charges etc. mentioned in this Deed are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

(5) **Right to enter the Apartment for repairs:** The Owner/Promoter/maintenance agency/ association of purchasers shall have rights of unrestricted access of all Common Areas and Facilities, covered parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Owner/Promoter /Association of purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

(6) **Compliance with respect to the Apartment:**

A. The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building comprised in the Project is not in any way damaged or jeopardized.

B. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign board/name plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project or Common Areas and Facilities therein. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

C. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of the purchasers and/or maintenance agency appointed by association of purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

D. The Purchaser shall also have undivided, indivisible, and variable proportionate share in the Common Areas of the Project. Since the share/interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

III. The Owner and the Promoter doth hereby covenant with the Purchaser as follows:

(1) **Further Assurances:** The Owner and the Promoter, in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Apartment or more effectually transferring the Apartment to the Purchaser.

(2) **Defect Liability :** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act

(3) **Apartment Ownership Act:** The Promoter has assured the Purchaser that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Promoter have constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

(4) **Compliance of Laws, Notifications etc.:** The Parties hereto shall abide all laws, rules, regulations, notifications applicable to the Project.

SCHEDULE-A
THE SAID LAND

ALL THAT piece and parcel of **Bastu Land** measuring an area of **10 (Ten) Cottahs 11 (Eleven) Chittaks 5 (Five) Sq. Ft.** situated at Mouza - Nayabad, Touzi No. 56, Revenue Survey No. 3, J.L No. 25, comprised in R.S. Dag No. 194, present L.R. Khatian Nos. 2815, 2816, 2817 and 2828, known as K.M.C. Premises No. 3453, Nayabad, Assessee No. 31-109-08-6882-6, K.M.C. Ward No. 109, Borough No. XII, Police Station Panchasayar (formerly Purba Jadavpur, formerly Kasba), Kolkata - 700 094 and the entire property is butted and bounded by:

ON THE NORTH : By 30'-0" wide Road;
ON THE SOUTH : By 40'-0" wide K.M.C. Road;
ON THE EAST : By Land of others;
ON THE WEST : By Land of others.

SCHEDULE - 'B'

ALL THAT Apartment No., having **Carpet Area of Sq. Ft. Balcony Area Sq. Ft.**, on **4th Floor** named of the building shown in **RED** border on the **Plan-"A"** annexed hereto together with pro-rata share in the Common Areas of the Project.

SCHEDULE - 'C'
(CONSIDERATION)

Rs./- (Rupees.....) only for the Apartment more fully described in **Schedule-'A'** above, paid by the Purchaser to Promoter in full and final satisfaction and Promoter doth hereby admit and acknowledge to have received the same.

SCHEDULE - 'D'
(MAINTENANCE SECURITY DEPOSIT)

Rs./- (Rupees.....) only, being the Interest free Maintenance Security Deposit paid by the Purchaser to Promoter and Promoter doth hereby admit and acknowledge the same.

IN WITNESS WHEREOF the parties herein above named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witnesses, signing as such on the day, month and year first above written.

Signed and Delivered by the Owner at
Kolkata in the presence of:
1.

2.

Signed and Delivered by the Promoter
at Kolkata in the presence of:

1.

2.

Signed and Delivered by the Purchaser(s) at Kolkata in the presence of:

1.

2.

Drafted and prepared by:

Drafted and prepared by:

Mr. Nishant Kr. Saraf, Advocate (Enrolment No. F-314/2002)

8, Old Post Office Street, 2nd Floor, Kolkata 700001

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Email: nishantsaraf1976@gmail.com

AARIFA DEVELOPERS PVT. LTD

Director