

DEED OF CONVEYANCE

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

BETWEEN

VANVI PROJECTS PRIVATE LIMITED, a company duly incorporated under the relevant provisions of the Companies Act, 2013, having its **Company Identification Number (U45309WB2019PTC231467)** and **Income Tax Permanent Account Number (AAGCV 8977L)** and having its registered office at and being Municipal Premises No. 10/C, Ho Chi Minh Sarani, Post Office- Middleton Street, Police Station- Shakespeare Sarani, Kolkata-700071, in the State of West Bengal and is duly represented by one of its Director namely- **Shri Vikash Musaddi**, son of Late Vijay Kumar Musaddi, having his **Income Tax Permanent Account Number (AFCPM 7475E)** and **Aadhaar Number (7702 1780 0190)**, **Mobile No. (98319 90000)**, by Faith-Hindu, by Nationality- Indian, by Occupation- Business, residing at and being Municipal Premises 10/C, Ho Chi Minh Sarani, Post Office- Middleton Street, Police Station- Shakespeare Sarani, Kolkata-700071 who duly authorized vide Board Resolution dated 1st June 2022 and it is hereinafter referred to as the "**PROMOTER/VENDOR/LAND OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, Successor-in-Office, representative, men, agent and permitted assigns) of the **FIRST PART**.

AND

_____, having his/her/their **Income Tax Permanent Account Number (_____)** and **Aadhaar Number (_____)**, Son/Daughter/Wife of _____, aged about _____ years, by Faith-_____, by Nationality- Indian, By Occupation- _____, residing at and being Municipal Premises No. _____, Post Office-_____, Police Station- _____, Kolkata- _____, District-_____, in the State of West Bengal and he/she/they hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include

his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

The **PROMOTER/VENDOR/LAND OWNER** and **PURCHASER** shall hereinafter collectively be referred to as the "**PARTIES**" and individually be referred to as the "**PARTY**".

DEFINITIONS :-

The **PARTIES** hereto have agreed that the following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context:-

1. **PROMOTER/VENDOR/LAND OWNER :-** Shall mean the said **VANVI PROJECTS PRIVATE LIMITED**, a company duly incorporated under the relevant provisions of the Companies Act, 1956 and is a company within the meaning of Companies Act 2013 and having it's registered office at and being Municipal Premises No. 10/C, Ho Chi Minh Sarani, Post Office- Middleton Street, Police Station- Shakespeare Sarani, Kolkata- 700071, in the State of West Bengal, is the present owner of the entire **Premises** including the Ground plus Four (i.e. G+4) upper Floors Building standing thereon consisting of several self-contained saleable Residential/Commercial Flats along with several Covered Car Parking Spaces comprised therein which is commonly known and named as "**The Forty4**" which are morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
2. **PURCHASER :-** Shall mean the said _____ named hereinabove of Municipal Premises No. _____, Post Office- _____, Police Station- _____, Kolkata- _____, District- _____, in the State of West Bengal.
3. **SAID PREMISES :-** Shall mean and include the **ALL THAT** piece and parcel of land measuring about 10 (Ten) Cottahs be the same a little

more or less **TOGETHER WITH** newly constructed Ground Plus Four (i.e. G+4) upper Floors Building standing thereon which is commonly known and named as "**The Forty4**" and which is presently lying and situated at and being Municipal Premises No. 44, Ram Dulal Sarkar Street (previously Known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (previously Maniktala), being Municipal Ward No. 26, Borough No. _____, vide Municipal Assessee No. _____, within the local ambit of Kolkata Municipal Corporation, within the Jurisdiction of Additional Registrar of Assurances at Kolkata, Kolkata- 700006, in the State of West Bengal and which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

4. **SAID BUILDING:** Shall mean the aforementioned Ground Plus Four upper Floors (i.e. G+4) multi-storied Building with roof thereabove standing thereon which is commonly known and named as "**The Forty4**" containing several independent Residential Space(s)/Commercial Space(s)/Car Parking Space(s) and other constructed space(s) including the different common areas, parts, portions, paths, passages, amenities, facilities, privileges, benefits, equipments and installations and other appurtenances of whatsoever nature as are comprised therein or attributable thereto as well as in the Said Premises and which is lying and situated at and being Present Municipal Premises No. 44, Ram Dulal Sarkar Street (previously Known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (previously Maniktala), being Municipal Ward No. 26, Borough No. _____, vide Municipal Assessee No. _____, within the local ambit of Kolkata Municipal Corporation, within the Jurisdiction of Additional Registrar of Assurances at Kolkata, Kolkata- 700006, in the State of West Bengal and the same has been constructed and/or erected by the **PROMOTER/VENDOR/LAND OWNER** herein at it's own costs and expenses over and above the **SAID PREMISES**.

5. **BUILDING SANCTIONED PLAN & COMPLETION CERTIFICATE:-** Shall mean the **PROMOTER/VENDOR/LAND OWNER** herein, had duly applied for and obtained necessary Building Sanctioned Plan for constructing of the aforementioned Ground Plus Four Upper Floors (i.e. G+4) multi-storied Building standing thereon which is commonly known and named as "**The Forty4**" and the same is duly approved and/or sanctioned by the Building Department of the Kolkata Municipal Corporation, Borough-_____ in it's name, vide in it's Building Permit (**bearing Building Permit No. 2021040028**) dated 9th February 2022 and subsequently the abovenamed **PROMOTER/VENDOR/LAND OWNER** herein has constructed the aforementioned Ground Plus Four Upper Floors (i.e. G+4) multi-storied Building standing thereon which is commonly known and named as "**The Forty4**" without causing any deviation of the aforementioned Building Permit and upon immediate completion of the construction work of the aforementioned building, the **PROMOTER/VENDOR/LAND OWNER** herein has applied for and obtained a **Completion Certificate/Occupancy Certificate [bearing No. _____]** dated _____ from the Kolkata Municipal Corporation in respect of the aforementioned building standing thereon.
6. **SAID UNIT :-** Shall mean and include the **ALL THAT** the 01 (One) self-contained saleable **Tiles Flooring _____ Flat (being Flat No. _____)** having a total Carpet area of _____ **Sq. Ft.** (_____ Square Feet) be the same a little more or less which is equivalent to having a total Super Built-up area of _____ **Sq. Ft.** (_____ Square Feet) be the same a little more or less located on the _____ (_____) Floor of the building standing thereon **AND TOGETHER WITH** respective undivided, proportionate, un-demarcated, indivisible and impartible share or interest in the land of the premises comprised therein **AND ALONG WITH** the right to use

all common parts, portions, paths, passages, installations, privileges, benefits, facilities and amenities as are available in the Ground plus Four (i.e. G+4) upper Floors building standing thereon which is commonly known and named as "**The Forty4**" and which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and wherever the context so permits but shall not include the right of parking motor car/s and/or other vehicles at the parking space/s at the said premises if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE** .

7. **COMMON PARTS / PORTIONS / AREAS / PATHS/ PASSAGES/ INSTALLATIONS / AMENITIES / FACILITIES:-** Shall mean and include such specific areas and parts/portions and installations and amenities and areas and facilities of whatsoever nature comprised in the **SAID PREMISES** as well as in the **SAID BUILDING** and moreover which are morefully and particularly mentioned and/or specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the **PROMOTER/VENDOR/LAND OWNER** herein for the common use and enjoyment of the Occupants of the Building included.
8. **COMMON EXPENSES :-** Shall mean and include all expenses for the management, maintenance, upkeep and betterment of the aforementioned multi-storied Building standing thereon as well as in the **SAID PREMISES** comprised thereat, the Common parts/portions/appurtenances in any nature whatsoever comprised therein and the Premises and the expenses for Common Purposes (including payment of salary of Staffs employed for common purposes, expenses relating to keep running and/or operating all machineries, equipments and installations, expenses for administration of Maintenance Company which is to be formed for the time being and continuing in it's operation, costs of insurance of the building and common parts or portions, costs of installation and operation of the fire fighting equipments and it's personnel, payment of statutory rates,

taxes and other outgoings, other periodic expenses and any other expenses to be incurred for common purposes which shall be deemed fit and proper by the Maintenance Company) and the same shall be borne and paid proportionately by the **PURCHASER** herein periodically as Maintenance Charges which are morefully and particularly described in the **FOURTH SCHEDULE** hereunder written. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the **PURCHASER** herein shall not seek or claim any deduction or abatement in the common expenses on the ground that the **PURCHASER** is not using any particular Common Area, parts, portions, facilities, amenities or Installation or on the ground that certain Common Areas and Installations are meant for use by occupants or on any other ground whatsoever.

9. **COMMON PURPOSES:-** shall mean and include the purposes of managing maintaining and up keeping the **SAID BUILDING** and the **SAID PREMISES** (and in particular the Common Areas and Installations of the Building and the Premises), rendition of common services in common to the occupants of the Building, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the occupants of the Building and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat(s)/Unit(s) and/or Space(s) exclusively and the Common Areas and Installations in common.

10. **PROPORTIONATE OR PROPORTIONATELY:-** According to the context shall mean the proportion in which the super built-up area of any Flat/Unit/Space may bear to the super built-up area of all the Flats/Units/Spaces in the building **PROVIDED THAT** where it refers to the share of any owner/holder of any particular Flat/Unit/Space in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such

rates and/or taxes are being respectively levied.

11. **DATE OF COMMENCEMENT OF LIABILITY:-** In relation to the **SAID UNIT** or every part thereof shall mean the date on which the **PURCHASER** takes actual physical possession of the **SAID UNIT** after fulfilling all his/her/their liabilities and obligations in terms hereof or the date of expiry of the period specified in the notice by the **PROMOTER/VENDOR/LAND OWNER** herein to the **PURCHASER** to take possession of the **SAID UNIT** or every part thereof.

12. **EASEMENTS/QUASI-EASEMENTS/PRIVILEGES:-** Shall mean and include such rights, easements, quasi-easements, privileges and/or appurtenances which the **PURCHASER** herein and the **PROMOTER/VENDOR/LAND OWNER** herein and other Co-owners of the aforementioned Ground plus Four (i.e. G+4) upper Floors Building (i.e. "The Forty4") standing thereon shall allow to each other which are more fully and particularly described in the **FIFTH SCHEDULE** hereunder written.

13. **COMMON RULES/REGULATIONS:-** Shall mean and include all such Rules and Regulations regarding Title and Constructions, Transfer and Dismemberment, Mutation, Payment of Taxes and impositions, management and/or maintenance of the Common Parts/ Portions/ installations/ facilities/and amenities and collection and payment of the common expenses, additions and alterations and payments of betterment fees etc. and other miscellaneous rules, norms, conditions, stipulations, and other formalities.

14. **AGREED CONSIDERATION :-** Shall mean the entire lawful agreed consideration of the **SAID UNIT** or every part thereof which is more fully and particularly described in the **MEMO OF CONSIDERATION** hereunder written and the part payment whereof (i.e. an amount of Rs. _____/- only) which has already been paid by the

PURCHASER unto the **PROMOTER/VENDOR/LAND OWNER** herein being the earnest money.

15. **UNIT/FLAT OWNERS** :- Shall mean and include, according to its context, mean the **PROMOTER/VENDOR/LAND OWNER** herein including all the purchaser(s) and/or intending purchaser(s) and/or occupants of different space(s)/Flat(s)/Unit(s) comprised in the **SAID PREMISES** as well as in aforementioned Building standing thereon

16. **UNDIVIDED SHARE** :- Shall mean the proportionate variable undivided indivisible and impartible share in the land comprised in the **SAID PREMISES** whereupon the aforementioned Ground plus Four upper floors (i.e. G+4) building (i.e. "The Forty4") standing thereon and which is attributable to the **SAID UNIT**.

17. **AGREEMENT FOR SALE:-** Shall mean and include the **PARTIES** hereto have duly entered into a registered Agreement For Sale executed on _____, whereby and whereunder the **PROMOTER/VENDOR/LAND OWNER** herein has agreed and/or consented to sell transfer and convey it's **ALL THAT** the **SAID UNIT** or every part thereof unto and in favour of the **PURCHASER** herein and the same was duly registered with the Office of _____ and has been duly recorded in Book-I, Volume No. _____, Pages- _____ to _____, being No. _____ for the year _____ and pursuant to and in terms of the above mentioned agreement, the **PURCHASER** herein has duly paid an amount of Rs. _____/- (Rupees _____ only) as Lawful Earnest Money for purchasing the **SAID UNIT** or every part thereof.

18. **ADVOCATE:-** Shall mean Mr. ABHIJIT SARKAR, Advocate of No. 7, Old Post Office Street, Room No. 8 (Ground floor), Kolkata- 700001 appointed by the **PROMOTER/VENDOR/LAND OWNER** herein, inter-alia, for preparation of the Agreement For Sale and the Sale

Deed/Deed of Conveyance to be executed in pursuance of the Agreement for transfer of respective Unit(s)/Flat(s)/Space(s).

19. **WORDS** :- importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

BACKGROUND and/or DEVOLUTION OF OWNERSHIP OF TITLE :- The ownership of title of the **PROMOTER/VENDOR/LAND OWNER** herein as follows:-

WHEREAS One Keshablal Mallick and his wife, Smt. Dashi were the joint lawful owners of their different moveable and immoveable estates which also included all that partly one storied, partly two storied and partly three storied brick built messuage tenement or dwelling house together with **ALL THAT** piece and parcel of rent redeemed land admeasuring an area of 10 (Ten) Cottahs be the same a little more or less lying and situated at the then Municipal Premises No. 44, Maniktala Street, Kolkata, being Holding No. 26, Block XIX in the North Division of the then Town of Calcutta, which is free from all encumbrances, obstructions, interruptions, hindrances, charges, liens, lispens, mortgages, notices alignments or any other impediments whatsoever or howsoever from any corner or in any manner.

AND WHEREAS The said Keshablal Mallick and Smt. Dashi while enjoying their aforementioned moveable and immoveable estate which also included the aforesaid landed property peacefully and/or uninterruptedly, were approached by one Ram Narayan Kshetry for grant of a lease for the period of 999 years (i.e. **Perpetual Lease**) in respect of the aforementioned landed property and upon such request the said Keshablal Mallick and Smt. Dashi had agreed and/or consented to grant a lease unto and in favour of said

Ram Narayan Kshetry for such above mentioned term.

AND WHEREAS Pursuant to and in terms of above, the said Keshablal Mallick and Smt. Dashi being the Lessors therein of the One Part, by virtue of a registered Deed of Lease dated 8th April, 1927 duly transferred, assigned and assured their All That partly one storied, partly two storied and partly three storied brick built messuage tenement or dwelling house together with their **ALL THAT** piece and parcel of rent redeemed land admeasuring an area of 10 Cottahs be the same a little more or less lying and situate at the then Municipal Premises No. 44, Maniktala Street, being Holding No. 26, under Block- XIX in the North Division of the then Town of Calcutta (for the sake of brevity it is hereinafter referred to as said "**DEMISED PREMISES**") containing several terms and conditions mentioned therein thereunto and in favour of the Said Ram Narayan Kshetry, being the Lessee therein of the Other Part and the same was duly registered with the office of District Registrar of Assurances, Calcutta, and the same has been duly recorded in Book No. 1, Volume No. 23, Pages- 281 to 286, being No.1671 for the year 1927.

AND WHEREAS By virtue of aforementioned Deed of Lease dated 8th April, 1927 (being No. 1671 for the year 1927), the said Ram Narayan Kshetry while enjoying his different moveable and immoveable estates which also included his aforementioned **DEMISED PREMISES** or every part thereof, peacefully and/or uninterruptedly and otherwise well sufficiently seized and possessed thereof, died intestate leaving him surviving his widow namely- Smt. Thakurdevi and his 02 (Two) sons namely- Shib Narayan Kshetry and Lakshmi Narayan Kshetry as his legal heirs, heiresses and/or lawful successors in respect of his aforementioned movable and immovable estates which also included the aforesaid **DEMISED PREMISES**.

AND WHEREAS After the demise of the said Ram Narayan Kshetry, his aforementioned legal heirs, heiresses and/or lawful successors namely- Smt. Thakurdevi, Shib Narayan Kshetry and Lakshmi Narayan Kshetry by virtue

of law of inheritance duly inherited all the movable and immovable estates which included the aforementioned **DEMISED PREMISES** which is left by the said Late Ram Narayan Kshetry and they conjointly started enjoying the aforementioned **DEMISED PREMISES** along with their respective undivided proportionate share of rights, titles and interests over and above the same which is free from all encumbrances, obstructions, interruptions, hindrances, charges, liens, lispendens, mortgages, notices alignments or any other impediments whatsoever or howsoever from any corner or in any manner.

AND WHEREAS The said Smt. Thakurdevi while enjoying her different moveable and immoveable estates which also included her respective undivided proportionate share of rights, titles and interests in aforementioned **DEMISED PREMISES**, was a Hindu governed by Mitakshara School of Law died intestate leaving behind her 02 (Two) sons namely- the said Shib Narayan Kshetry and Lakshmi Narayan Kshetry as her legal heirs and/or lawful successors in respect of her aforementioned different movable and immovable estates which included her respective undivided proportionate share of rights, titles and interests in the aforesaid **DEMISED PREMISES**.

AND WHEREAS After the demise of the said Thakurdevi, her aforementioned legal heirs and/or lawful successors namely- the said Shib Narayan Kshetry and Lakshmi Narayan Kshetry, by virtue of law of inheritance they duly inherited their deceased Mother's share and became the joint lawful owners of their different moveable and immoveable estate which also included the aforementioned **DEMISED PREMISES** and they conjointly started enjoying the same along with their respective undivided proportionate share of rights, titles and interests over and above the same by paying all statutory rates, taxes, levies, outgoings and other imposition whatsoever with appropriate authority and/or authorities.

AND WHEREAS The said Shib Narayan Kshetry and Lakshmi Narayan Kshetry while enjoying the aforementioned **DEMISED PREMISES** or every part thereof, jointly and severally, the said Shib Narayan Kshetry duly instituted a suit for partition against the said Lakshmi Narayan Kshetry and his minor sons namely- Pratap Narayan Kshetry, Ajit Narayan Kshetry, Bikram Narayan Kshetry and Chotta Kshetry before the Learned 2nd (Second) Court of Sub-Ordinate Judge at Howrah being Title Suit No. 26 of 1937, inter-alia, praying for partition of various properties which also included the aforementioned **DEMISED PREMISES**, which the parties to the suit duly inherited as their ancestral properties.

AND WHEREAS a final decree dated 26th May, 1938 was passed by the Learned 2nd (Second) Court of Sub-Ordinate Judge at Howrah, whereby various properties of family of Kshetry's were partitioned by metes and bounds by and between the contesting parties to the suit and in terms of the abovementioned decree, the aforesaid **DEMISED PREMISES** or every part thereof was duly allotted unto and in favour of the said Shib Narayan Kshetry.

AND WHEREAS by virtue of the aforementioned decree dated 26th May 1938, passed in Title Suit No. 26 of 1937, the said Shib Narayan Kshetry became the sole and absolute lawful owner of his different moveable and immovable estates which also included the **ALL THAT** partly one storied, partly two storied and partly three storied brick built messuage tenement or dwelling house together with **ALL THAT** piece and parcel of rent redeemed land admeasuring an area of 10 Cottahs be the same a little more or less lying and situated at the then Municipal Premises No. 44, Maniktala Street, being Holding No. 26, under Block- XIX, in the North Division of the then Town of Calcutta and he started enjoying the same along with his actual and/or absolute rights, titles and interests over and above the same by paying all statutory rates, taxes, levies, impositions and other outgoings whatsoever with the appropriate authority or authorities.

AND WHEREAS the said Shib Narayan Kshetty while enjoying his different moveable and immoveable estates which also included the aforementioned **DEMISED PREMISES** peacefully and/or uninterruptedly and otherwise well sufficiently seized and possessed thereof along with his actual rights, titles and interests over and above the same was a Hindu governed by Mitakshara Hindu School of Law died intestate on 7th October 1991 leaving behind his 04 (Four) sons namely- Bhupen Kshetty, Ravi Kshetty, Sashi Kshetty and Gautam Kshetty as his legal heirs and/or lawful successors to inherit his all moveable and immoveable estates which also included the **DEMISED PREMISES** as mentioned hereinabove.

AND WHEREAS after the demise of the said Shib Narayan Kshetty, his aforementioned 04 (Four) sons namely- Bhupen Kshetty, Ravi Kshetty, Sashi Kshetty and Gautam Kshetty by virtue of law of inheritance duly inherited their deceased Father's share and got their names mutated in respect of the aforementioned **DEMISED PREMISES** with the records of Kolkata Municipal Corporation and a separate new Assessee Number (being New Assessee No. 110263100268) was being allotted in their favour and the property was renamed as Municipal Premises No. 44, Ramdulal Sarkar Street (formerly known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (erstwhile Maniktala), Kolkata 700 006, within the local ambit of Kolkata Municipal Corporation and presently within the Jurisdiction of Registrar of Assurances, Kolkata, in the State of West Bengal.

AND WHEREAS the said Bhupen Kshetty, Sashi Kshetty and Gautam Kshetty duly represented by their constituted attorney namely- Ravi Kshetty and Ravi Kshetty for himself and all sons of Late Shib Narayan Kshetty, duly approached to the Tata Capital Limited being the Creditor for grant of loan for a sum of Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs) only in favour of one namely- Taurus Flexibles Private Limited being the Borrower Company and thereby they had agreed to enter into a loan agreement by securing the said **DEMISED PREMISES** or every part thereof.

AND WHEREAS Pursuant to and in terms of above, the said Bhupen Kshetry, Sashi Kshetry and Gautam Kshetry duly represented by their constituted attorney namely- Ravi Kshetry and Ravi Kshetry for himself and all sons of Late Shib Narayan Kshetry, being the Mortgagors therein of the One Part, vide a registered Deed of Mortgage (without Possession) duly executed on 29th December, 2009 and the same was duly registered with the office of the Additional Registrar of Assurances-II, Kolkata and the same has been recorded in Book No. I, CD Volume No.- 29, Pages from 1271 to 1294, being No. 14273 for the year 2009 by depositing the original Title Deed along with other related document of the said **DEMISED PREMISES** or every part thereof with the Mortgagee named therein of the other part and obtained such financial assistance amounting to Rs. 3,50,00,000/- (Rupees Three Crores Fifty Lakhs) only in favour of Taurus Flexible Pvt. Ltd being the Borrower Company.

AND WHEREAS the above mentioned Bhupen Kshetry, Ravi Kshetry, Shasi Kshetry and Gautam Kshetry subsequently entered into a Second Loan agreement with the Tata Capital Limited now known as Tata Capital Financial Services Limited (in short **TCFSL**, a subsidiary company of Tata Capital Limited) dated 29th March, 2012 for grant of a further Term Loan facility of an amount of Rs. 2,00,00,000/- (Rupees Two Crores only) and further executed an unconditional and irrevocable guarantee dated 29th March, 2012 and obtained the aforesaid financial term loan facility amounting to Rs. 2,00,00,000/- (Rupees Two Crores only) in favour of Taurus Flexible Pvt. Ltd being the Borrower Company.

AND WHEREAS the said Bhupen Kshetry was a Hindu, governed by Mitakshara School of Law died intestate on 21st April, 2012 leaving behind him surviving his widow namely- Smt. Indira Kshetry, and his 02 (Two) Sons namely- Sri Bhuvan Kshetry and Sri Rishi Kshetry and a married daughter namely- Smt. Ridhi Kapoor as his legal heirs/heireses and/or lawful successors.

AND WHEREAS after the demise of the said Bhupen Kshetry his above named legal heirs/heiresses and/or lawful successors namely- the said Smt. Indira Kshetry, Sri Bhuvan Kshetry, Sri Rishi Kshetry and Smt. Ridhi Kapoor duly inherited the different moveable and immovable estates of Late Bhupen Kshetry which also included his respective undivided proportionate share of rights, titles and interest in the aforesaid **DEMISED PREMISES**.

AND WHEREAS vide a Deed of further Charge by extension of Mortgage (without possession) executed on 21st January, 2013 by and between (1) Sri Ravi Kshetry, (2) Sri Shasi Kshetry, (3) Sri Gautam Kshetry all sons of late Shib Narayan Kshetry and (4) Smt. Indira Kshetry, wife of late Bhupen Kshetry (5) Bhuvan Kshetry, (6) Rishi Kshetry, both sons of late Bhupen Kshetry and (7) Smt. Ridhi Kapoor, wife of Sri Pankaj Kapoor and daughter of late Bhupen Kshetry, all were being represented by their constituted attorney namely- Ravi Kshetry and Tata Capital Financial Services Limited and the same was duly registered with the office of Additional Registrar of Assurances-II, Kolkata and the same has been recorded in Book- I, CD Volume No. 3, Pages- from 5571 to 5592, being No. 00872 for the year 2013 and obtained a further term loan facility of Rs. 3,50,00,000/- (Rupees Three Crore Fifty Lakhs) only in favour of Taurus Flexibles Private Limited being the Borrower Company.

AND WHEREAS the said Taurus Flexibles Private Limited being the Borrower Company subsequently failed to repay the loan amount unto the secured creditor i.e. Tata Capital Financial Services Limited within the stipulated time and accordingly an amount of Rs. 1,30,90,644/- (One Crore Thirty Lacs Ninety Thousand Six Hundred and Forty Four) only became due and payable as on 13th December 2016.

AND WHEREAS the said Tata Capital Financial Services Limited being the Secured Creditor subsequently issued a Demand Notice dated 14th December, 2016, under **Section 13(2)** of the **SARFAESI Act, 2002** for recovery of aforesaid loan amount to the tune of Rs. 1,30,90,644/- (Rupees

One Crore Thirty Lakhs Ninety Thousand Six Hundred Forty Four) only due as on 13th December, 2016 to the Borrower/Guarantors/Mortgagors being Taurus Flexibles Private Limited (Borrower Company) and (1) Sri Ravi Kshetry, (2) Sri Shashi Kshetry, (3) Sri Gautam Kshetry (4) Smt Indira Kshetry (5) Bhuvan Kshetry, (6) Rishi Kshetry and (7) Smt. Ridhi Kapoor (all were being the Guarantors/Mortgagors).

AND WHEREAS the said Tata Capital Financial Services Limited being the secured creditor therein, also instituted a proceeding under the Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short SARFAESI Act, 2002) inter alia, for recovery of its aforementioned dues and/or outstanding.

AND WHEREAS the aforesaid Borrower/Guarantors/Mortgagors being Taurus Flexibles Private Limited (Borrower Company) and (1) Sri Ravi Kshetry, (2) Sri Shashi Kshetry, (3) Sri Gautam Kshetry (4) Smt Indira Kshetry (5) Bhuvan Kshetry, (6) Rishi Kshetry and (7) Smt. Ridhi Kapoor, (all were being the Guarantors/Mortgagors) had failed to re-pay the aforesaid loan amount within specified time period, and the Authorized Officer of the Tata Capital Financial Services Limited in exercise of his powers conferred upon him under **Section 13(4)** of the **SARFAESI Act, 2002**, took physical possession of the secured Asset/Property being the **DEMISED PREMISES** or every part thereof mentioned hereinabove on 20th December, 2018.

AND WHEREAS the said Tata Capital Financial Services Limited being the secured creditor therefore issued an **e-auctionSale Notice** for sale of **ALL THAT** the Present Municipal Premises No. 44, Ram Dulal Sarkar Street (formerly known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (erstwhile Maniktala), being Municipal Ward No. 26, presently within the local ambit of Kolkata Municipal Corporation and presently within the Jurisdiction of Additional Registrar of Assurances, Kolkata, Kolkata-700006 in the State of West Bengal (for the sake of brevity it is hereinafter referred to as the "**SAID PREMISES**" and which is morefully

and particularly described in the **FIRST SCHEDULE** hereunder written), on **“AS IS WHERE IS”** and **“AS IS WHAT IT IS AND WHATEVER THERE IS”** basis and the same was duly published in the daily Newspapers viz. **“The Telegraph”** Kolkata an English daily newspaper and **‘AAJKAL’** Bengali daily newspaper, on 28th February, 2019 whereby the sale was to be conducted on 30th March, 2019 for recovery of such unpaid loan amount totaling to Rs. 1,63,11,678/- (Rupees One Crore Sixty Three Lakhs Eleven Thousand Six Hundred Seventy Eight) only due as on 20th February, 2019.

AND WHEREAS upon coming to know of such aforementioned publication of e-auction, the said **VANVI PROJECTS PRIVATE LIMITED** being the purchaser therein and being the **PROMOTER/VENDOR/LANDOWNER** herein was being desirous of purchasing the **SAID PREMISES** or every part thereof which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and had approached and convinced the above named Guarantors/Mortgagors for entering into a private treaty with the secured creditor being Tata Capital Financial Services Limited before the e-auction sale proceedings.

AND WHEREAS the said **VANVI PROJECTS PRIVATE LIMITED** being the **PROMOTER/VENDOR/LAND OWNER** herein was being desirous of purchasing the **SAID PREMISES** which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and the **PROMOTER/VENDOR/LAND OWNER** herein was duly introduced through the Mortgagors/Guarantors named hereinabove to the secured creditor being Tata Capital Financial Services Limited.

AND WHEREAS the **PROMOTER/VENDOR/LAND OWNER** herein had submitted a proposal to Tata Capital Financial Services Limited for entering into a private treaty along with the consent of the Guarantors/Mortgagors named hereinabove for selling the **SAID PREMISES** for a total consideration of Rs. 3,57,00,000/- (Rupees Three Crore Fifty Seven Lacs only) on **“AS IS WHERE IS”**, **“AS IS WHAT IT IS AND WHATEVER THERE IS”** basis.

AND WHEREAS it was mutually agreed by and between the Guarantors/ Mortgagors named herein above, the aforesaid Secured Creditor and the **PROMOTER/VENDOR/LAND OWNER** herein that, the **PROMOTER/VENDOR/LAND OWNER** herein will pay a sum of Rs. 1,65,07,798/- (Rupees One Crore Sixty Five Lakhs Seven Thousand Seven Hundred Ninety Eight) only as earnest money to the Tata Capital Financial Services Limited being the Secured Creditor on or before 30th March, 2019 and on receiving the aforesaid earnest money the said Tata Capital Financial Services Limited being the Secured Creditor will publish a fresh notice for cancellation of aforesaid said e-auction to be held on 30th March 2019 as published in the daily newspapers "The Telegraph" Calcutta and Aajkal on 22nd February 2019.

AND WHEREAS in terms of the agreed condition arrived at by and between the Guarantors/Mortgagors named above, the aforesaid Secured Creditor and the **PROMOTER/VENDOR/LAND OWNER** herein being the purchaser therein that, the **PROMOTER/VENDOR/LAND OWNER** herein was made a payment of Rs. 1,65,07,798/- (Rupees One Crore Sixty Five Lakhs Seven Thousand Seven Hundred Ninety Eight) only on 25th March, 2019 through RTGS in favour of the Tata Capital Financial Services Limited who in turn kept the said amount in a '**No lien**' account till 31st March, 2019 and will encash the same after receiving the No Claim Notice from the Advocate for the **PROMOTER/VENDOR/LAND OWNER**, herein.

AND WHEREAS the secured creditor being Tata Capital Financial Services Limited subsequently issued a fresh publication on 26th March, 2019 in daily newspaper in "**The Telegraph**" and "**Aajkal**" both published in Kolkata thereby informing the public at large that the e-auction sale notice dated 28th February, 2019 published in two newspapers "**The Telegraph**" in English and "**Aajkaal**" in Bengali newspapers for the Borrower Company being Taurus Flexibles Private Limited and others (Guarantors/Mortgagors named herein above), to be conducted on 30th March, 2019 for sale of immovable Assets/Property under the Securitization & Reconstruction of

Financial Assets and Enforcement of Security Interest Act, 2002 (in short SARFAESI Act, 2002), read with provisions of Rule 8(6) of the Security Interest (Enforcement) Rules, 2002; with immediate effect these aforesaid e-auction sale was stands cancelled and withdrawn.

AND WHEREAS the said secured creditor being Tata Capital Financial Services Limited after receiving the balance lawful consideration of Rs.1,91,92,202/- (Rupees One Crore Ninety one Lakh ninety Two Thousand two hundred two only) through RTGS on 29th April,2019 from the **PROMOTER/VENDOR/LAND OWNER** herein and the receipt whereof thereby admits and acknowledges as the full and final quittance of this Private treaty Sale.

AND WHEREAS the secured creditor being Tata Capital Financial Services Limited in exercise of powers conferred under section 13(4) of the SARFAESI Act, 2002, and also under sub rule (1) of Rule (4) & sub rule (1) of Rule (6) along with Rule 8 of The Security Interest Enforcement Rules, 2002 issued a "Sale Certificate" dated 7th May, 2019 in favour of the **PROMOTER/VENDOR/LAND OWNER**, herein and whereby and whereunder the said secured creditor being Tata Capital Financial Services Limited being the Seller therein of the One Part duly sold conveyed transferred, assured and assigned forever **ALL THAT** the **SAID PREMISES** or every part thereof which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written unto and in favour of the said **VANVI PROJECTS PRIVATE LIMITED** being the Purchaser therein as well as **PROMOTER/VENDOR/LAND OWNER**, herein of the other part and the same was duly registered with the Office of Additional Registrar of Assurances-III, Kolkata, and the same has been recorded in Book-I, Volume No. 1903-2019, Pages- 82569 to 82612, being No. 190302071 for the year 2019.

AND WHEREAS by virtue of aforementioned **Sale Certificate** dated 7th May, 2019 (being No. 190302071 for the year 2019), the said **VANVI PROJECTS**

PRIVATE LIMITED being the **PROMOTER/VENDOR/LAND OWNER** herein (for the sake of brevity it is hereinafter referred to as the "**SAID VENDOR**"), herein became the sole and absolute lawful owner of it's **ALL THAT** the piece or parcel of land admeasuring an area of 10 (Ten) Cottahs be the same a little more or less, presently which is lying and situated at and being Municipal Premises No. 44, Ramdulal Sarkar Street (previously known as Municipal Premises No. 44, Maniktala Street), Post Office- Beadon Street, Police Station-Girish Park (erstwhile Maniktala), being Municipal Ward No. 26, Kolkata- 700006, within the local ambit of Kolkata Municipal Corporation, within the Jurisdiction of Registrar at Assurances, Kolkata, in the State of West Bengal which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and started enjoying the same along with it's actual and/or absolute rights, titles and interests over and above the same and which is free from all encumbrances, hindrances, obstructions, interruptions, charges, liens, lis-pendens or any other impediments whatsoever or howsoever from any corner or in any manner.

AND WHEREAS the **SAID PREMISES** which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written is earmarked for the purpose of constructing a Ground Plus Four (i.e. G+4) upper Floors building project standing thereon [i.e. commercial/residential/any other purpose] comprising of several independent Self-contained saleable Unit(s)/Flat(s)/Space(s), Car Parking Space/s which also includes all common Areas, Parts, Portions, Amenities, Facilities and Installations and as are available in the **SAID PREMISES** attributable thereto and the aforementioned Building shall be known as "**The Forty4**".

AND WHEREAS upon making payment of the prescribed fees, the **SAID PROMOTER/VENDOR/LAND OWNER**, had duly applied before the Kolkata Municipal Corporation for obtaining a Building Sanctioned Plan for constructing a Ground plus Four upper floors (i.e. G+ 4) multi-storied building proposed to be constructed on the **SAID PREMISES** and the Kolkata Municipal Corporation duly passed, granted and/or approved a

Building Sanctioned Plan (vide Building Sanctioned Plan No. **2021040028**) dated 9th February 2022 in favour of the **SAID PROMOTER/VENDOR/LAND OWNER** and subsequently, the aforementioned Building Sanctioned plan was regularized under Rule 26 A & B dated 14th September 2022 of the KMC Act.

AND WHEREAS during construction work of the aforementioned building, the **SAID PROMOTER/VENDOR/LAND OWNER** had declared for selling, transferring, conveying, assigning and assuring it's **ALL THAT** the 01 (One) self-contained saleable **Tiles Flooring _____ Flat (being Flat No. _____)** having a total Carpet area of _____ **Sq. Ft.** (_____ Square Feet) be the same a little more or less which is equivalent to having a total Super Built-up area of _____ **Sq. Ft.** (_____ Square Feet) be the same a little more or less located on the _____ (_____) Floor **TOGETHER WITH** respective undivided, proportionate, un-demarcated, indivisible and impartible share or interest in the land of the premises comprised therein **AND ALONG WITH** right to use all common parts, portions, paths, passages, installations, privileges, benefits, facilities and amenities as are available in the Ground plus Four (i.e. G+4) upper Floors building standing thereon which is commonly known and named as "**The Forty4**" and which is presently lying and situated at and being Municipal Premises No. 44, Ram Dulal Sarkar Street (previously Known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (previously Maniktala), being Municipal Ward No. 26, Borough No. _____, vide Municipal Assessee No. _____, within the local ambit of Kolkata Municipal Corporation, within the Jurisdiction of Additional Registrar of Assurances at Kolkata, Kolkata-700006, in the State of West Bengal (for the sake of brevity it is hereinafter referred to as the "**SAID UNIT**" and which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written) unto and in favour of any intending purchaser(s)/prospective buyer(s) at and for a total lawful agreed consideration.

AND WHEREAS upon coming to know of such intention made by the **SAID PROMOTER/VENDOR/LAND OWNER**, the **PURCHASER** herein had duly approached the **SAID PROMOTER/VENDOR/LAND OWNER** for purchasing the **SAID UNIT** or every part thereof at and for a total lawful agreed consideration an amount of Rs. _____/- (Rupees _____) as mutually agreed by and between them.

AND WHEREAS pursuant to and in terms of above, the **SAID PROMOTER/VENDOR/LAND OWNER** and the **PURCHASER** herein all being the **Parties** thereto, have conjointly entered into a registered Agreement For Sale executed on _____ and the same was duly registered with the Office of _____ and has been duly recorded in Book-I, Volume No. _____, Pages- _____ to _____, being No. _____ for the year _____, containing several terms and conditions contained therein, whereby and whereunder the **PURCHASER** herein has duly paid an amount Rs. _____/- (Rupees _____) unto and in favour of the **SAID PROMOTER/VENDOR/LAND OWNER** for purchasing the **SAID UNIT** or every part thereof.

AND WHEREAS subsequently, upon immediate completion of the aforementioned Building (i.e. "**The Forty4**"), the **SAID PROMOTER/VENDOR/LAND OWNER** has obtained the Completion Certificate/Occupancy Certificate [**bearing No.** _____] dated _____ in respect of the aforementioned Ground plus Four (i.e. G+4) upper Floors Building (i.e. known and named as "**The Forty4**") from the Kolkata Municipal Corporation.

AND WHEREAS by virtue of aforesaid, the **SAID PROMOTER/VENDOR/LAND OWNER** has agreed to sell, transfer and convey and the **PURCHASER** herein has hereby agreed to purchase on ownership basis **ALL THAT** the **SAID UNIT** or every part thereof which is more fully and particularly described in the **SECOND**

SCHEDULE hereunder written at or for the agreed consideration and on the agreed terms and conditions mentioned hereunder.

NOW THIS INDENTURE IS WITNESSETH AS FOLLOWS:

In pursuance of the aforementioned registered Agreement For Sale executed on _____ (being No. _____ for the year _____ which was duly registered with the Office of _____), the **PURCHASER** herein has already been paid an amount of Rs. _____/- (Rupees _____ Only) as lawful earnest money unto the **SAID PROMOTER/VENDOR/LAND OWNER**, and the **PURCHASER** herein has subsequently paid the remaining balance agreed consideration an amount of Rs. _____/- (Rupees _____ Only) as per the Payment Plan mentioned in the aforementioned Agreement and in total lawful agreed consideration amounting to **Rs. _____/- (Rupees _____ only)** by the **PURCHASER** herein unto and in favour of the **SAID PROMOTER/VENDOR/LAND OWNER** on or before the execution of this Deed (the receipt whereof the **SAID PROMOTER/VENDOR/LAND OWNER** doth hereby admit and acknowledge of and from payment of the same and every part thereof acquit release and discharge the **SAID UNIT** _____ unto and in favour of the **PURCHASER** herein which is hereby intended to be sold by this Deed of Conveyance), the **SAID PROMOTER/VENDOR/LAND OWNER** named hereinabove, doth hereby grant sell transfer convey assign and assure hereunto and in favour of the **PURCHASER** herein, it's **ALL THAT** the 01 (One) self-contained saleable **Tiles Flooring _____ Flat (being Flat No. _____)** having a total Carpet area of _____ **Sq. Ft.** (_____ Square Feet) be the same a little more or less which is equivalent to having a total Super Built-up area of _____ **Sq. Ft.** (_____ Square Feet) be the same a little more or less located on the _____ (_____) Floor of the building **TOGETHER WITH** respective undivided, proportionate, un-demarcated, indivisible and impartible share or interest in the land of the premises comprised therein **AND ALONG WITH** right to use all common parts, portions, paths, passages, installations, privileges, benefits, facilities

and amenities as are available in the Ground plus Four (i.e. G+4) upper Floors building standing thereon which is commonly known and named as "**The Forty4**" and which is presently lying and situated at and being Municipal Premises No. 44, Ram Dulal Sarkar Street (previously Known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (previously Maniktala), being Municipal Ward No. 26, Borough No. _____, vide Municipal Assessee No. _____, within the local ambit of Kolkata Municipal Corporation, within the Jurisdiction of Additional Registrar of Assurances at Kolkata, Kolkata- 700006, in the State of West Bengal and which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and which is free from all encumbrances, interruptions, hindrances, obstructions, charges, mortgages, liens, lis-pendens or any other impediments whatsoever and howsoever from any corner or in any manner whatsoever (for the sake of brevity it is hereinafter referred to as the "**SAID UNIT**") together with the right to use and enjoy in common with the **PROMOTER/VENDOR/LAND OWNER** herein and other owner(s) and/or occupiers of other Unit(s)/Flat(s)/Space(s) in the aforementioned building all the common parts, portions, areas, facilities, installations and amenities as are available in the **SAID PREMISES** as also in the aforementioned Building standing thereon which are morefully and particularly described in the **THIRD SCHEDULE** hereunder written **AND TOGETHER WITH** all manner of former and other rights, privileges easements, quasi-easements, privileges, benefits and appurtenances whatsoever belonging or in any way appertaining thereto or usually held or enjoyed therewith and reputed to belong to or be appurtenant to the beneficial use and enjoyment of the **SAID UNIT AND** the **PURCHASER** herein subject to the payment of all common costs and expenses proportionately along with other co-owners and/or occupants of the aforementioned building standing thereon which is morefully and particularly described in the **FOURTH SCHEDULE** hereunder written.

TO HAVE AND TO HOLD the **SAID UNIT** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder

written and every part thereof unto and to the use of the **PURCHASER** herein absolutely and forever, free from all encumbrances whatsoever **AND SUBJECT TO** various terms and conditions and easements mentioned in the **FIFTH SCHEDULE** hereunder written, **AND FURTHER SUBJECT TO** the **PURCHASER** herein regularly and punctually paying the proportionate amount of the costs of maintenance of the common parts and essential services appertaining thereto. It is hereby certificated by the **SAID PROMOTER/VENDOR/LAND OWNER** that **ALL THAT** the **SECOND SCHEDULE** mentioned **SAID UNIT** or any part thereof is not charged or mortgaged with any financial Institution or Banks by depositing the Original Title Deed whereof. The **SAID PREMISES** or every part thereof as also the **SAID UNIT** or every part thereof is free from all encumbrances, charges, If any financial liability arise in respect of the said **SECOND SCHEDULE** mentioned **SAID UNIT** or any part thereof in any subsequent event, in such circumstances, the **SAID PROMOTER/VENDOR/LAND OWNER** shall be liable to indemnify for the same.

VENDOR'S ACKNOWLEDGEMENTS, COVENANTS, WARRANTIES, REPRESENTATIONS AND ASSURANCES:- The **SAID PROMOTER/VENDOR/LAND OWNER** doth hereby warrants, covenants, assures and represents with the **PURCHASER** herein as follows that:

- 1) The **SAID PROMOTER/VENDOR/LAND OWNER** doth hereby agreed to sell, transfer, convey, assure and assign it's **ALL THAT** the **SAID UNIT** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** right to use all common parts, portions, areas, amenities, installations and facilities and other appurtenances whatsoever as are available in the **SAID PREMISES** as also comprised in the aforementioned Building standing thereon **AND TOGETHER WITH** the undivided proportionate share of rights titles and interests in the land attributable thereto which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

- 2) The **SAID PROMOTER/VENDOR/LAND OWNER** do hereby covenant with the **PURCHASER** herein that, the **SAID UNIT** or every part thereof is free from all encumbrances, hindrances, obstructions, charges, lien, Lis-pendens, mortgages, interruptions and other impediments whatsoever or howsoever from any corner or in any manner and the **SAID PROMOTER/VENDOR/LAND OWNER** is the sole and absolute lawful undisputed and uninterrupted recorded owner of it's **ALL THAT** the **SAID UNIT** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

- 3) The **SAID PROMOTER/VENDOR/LAND OWNER** do further hereby warrants to the **PURCHASER** herein that, the **SAID PROMOTER/VENDOR/LAND OWNER** herein is in peaceful physical actual vacant khas possession of the **SAID UNIT** or every part thereof on the strength of good, unclaimed and marketable title and it is also expressly stated that, the **PURCHASER** herein shall have every right to access the visit into the **SAID UNIT** or every part thereof without any obstructions or hindrances by any person or persons claiming under or in trust for the **SAID PROMOTER/VENDOR/LAND OWNER** or whomsoever.

- 4) On immediate signing of these presents, the **SAID PROMOTER/VENDOR/LAND OWNER** will remain under an obligation to hand over/deliver the peaceful physical actual vacant Khas possession as also all original documents, muniments and other ancillary documents (viz. Title Deed, Building Sanction Plan, Completion Certificate, Mutation Certificate, Tax Receipts etc.) in respect of the **SAID UNIT** or every part thereof hereunto the **PURCHASER** herein.

- 5) The **SAID PROMOTER/VENDOR/LAND OWNER** do hereby warrants, covenants, assures and confirms that, upon immediate handing over the peaceful physical actual vacant khas possession of the **SAID UNIT** or every part thereof or immediate registration of these presents (whichever be earlier), the **PURCHASER** herein shall and will and may peaceably and quietly enter into, own, hold, possess and enjoy the **SAID UNIT** and to receive the rents issues and profits thereof, without any suit, hindrance or interference from the **SAID PROMOTER/VENDOR/LAND OWNER** or any other person or persons lawfully or equitably claiming from under or in trust for the **SAID PROMOTER/VENDOR/LAND OWNER**.
- 6) The **PROMOTER/VENDOR/LAND OWNER** shall at all times hereafter at the requests and costs of the **PURCHASER** herein produce or cause to be produced to him/her/them or as the **PURCHASER** shall request all the original title deeds and documents in respect of the **SAID PREMISES** for evidencing the title and also to furnish to the **PURCHASER** copies of or extracts from the said Deeds and documents and shall in the meanwhile keep the same safe.
- 7) The **SAID PROMOTER/VENDOR/LAND OWNER** do hereby assure and covenant with the **PURCHASER** herein that in the event of there being any defect in title and/or any claim from any third Party, or any of the representations is found to be incorrect or false, the **SAID PROMOTER/VENDOR/LAND OWNER** shall cause such defect to be removed, remedied and for such purposes it will sign, execute and register all such deeds of rectification and/or declaration and/or amendment or any other document(s) and have agreed to keep the **PURCHASER** herein saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings arising out of such defect in title and/or misrepresentation. **AND** if for any reason whatsoever the **SAID PROMOTER/VENDOR/LAND OWNER** fails or neglects to execute and register such deeds of

rectification and/or declaration and/or amendment or any other document(s), under such eventuality the **SAID PROMOTER/VENDOR/LAND OWNER** is hereby authorized and/or empowered unto the **PURCHASER** herein in his/her/their sole capacity to sign, execute and present for registration of such deeds of rectification and/or declaration and/or amendment or any other document(s) whatsoever before the concerned registering authority or any other authority/authorities.

- 8) The **SAID PROMOTER/VENDOR/LAND OWNER** also do hereby confirms and undertakes that, the **PURCHASER** herein shall be entitled in common with the **SAID PROMOTER/VENDOR/LAND OWNER** and/or other owner(s)/occupier(s) of other different Space(s) comprised in the **SAID PREMISES** to use and enjoy the entrance gate corridor passage of the **SAID PREMISES** for the ingress to and egress from the **SAID UNIT** of the **SAID PREMISES**.
- 9) The **SAID PROMOTER/VENDOR/LAND OWNER** hereby confirms and undertakes that, after purchasing the **SAID UNIT** or every part thereof, the **PURCHASER** herein shall be entitled to mutate his/her/their name with the assessment records of Kolkata Municipal Corporation or any other statutory authority and/or authorities and in this regards, the **SAID PROMOTER/VENDOR/LAND OWNER** will render every assistance to the **PURCHASER** herein for obtaining all necessary approvals, permissions and sanctions and also the **SAID PROMOTER/VENDOR/LAND OWNER** will provide N.O.C. in order to record the **PURCHASER'S** name with the records of Kolkata Municipal Corporation and the **SAID PROMOTER/VENDOR/LAND OWNER** shall remain under an obligation, to give it's consent for mutation in the name of **PURCHASER** herein or his/her/their nominee(s).

- 10) The **SAID PROMOTER/VENDOR/LAND OWNER** shall provide every reasonable assistance unto the **PURCHASER** herein enabling him/her/them to obtain separate electric connection in his/her/their own name in respect of the **SAID UNIT** or every part thereof.
- 11) The **SAID PROMOTER/VENDOR/LAND OWNER** do hereby declares that neither the Original title deed of the **SAID PREMISES** as well as the **SAID UNIT** or any part thereof is deposited with any financial institution/s and nor it has taken any loan and/or credit from any bank(s), person/s or body of persons in respect of the **SAID UNIT** or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written **AND** the **SAID PROMOTER/VENDOR/LAND OWNER** is hereby further warrants that neither it has entered into any Agreement for Sale nor it has executed any Deed Conveyance in respect of the **SAID UNIT** or any part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written unto and in favour of any company/Companies, private Entity/Entities, Institution(s), person(s) whomsoever prior to these presents and moreover the **SAID PROMOTER/VENDOR/LAND OWNER** hereby also cancels/rescinds/terminates all the previous Agreement for Sale and/or Deed of conveyance in respect of the **SAID UNIT** or every part thereof which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written, if anything executed and/or registered before executing of these presents.
- 12) The **SAID PROMOTER/VENDOR/LAND OWNER** also hereby assures and represents that, upon immediate registration of these presents, the **PURCHASER** herein shall be entitled to sell, transfer, mortgage, lease and exercise all other acts of ownership in respect of the **SAID UNIT** or every part thereof without restriction of permission from the **SAID PROMOTER/VENDOR/LAND OWNER** or any persons

whosoever claiming under or in trust for the **SAID PROMOTER/VENDOR/LAND OWNER.**

PURCHASER'S ACKNOWLEDGEMENTS, COVENANTS, WARRANTIES, REPRESENTATIONS AND ASSURANCES:-

The **PURCHASER** do hereby agrees, undertakes, warrants, represents and covenants with the **SAID PROMOTER/VENDOR/LAND OWNER** as follows:-

1. The **PURCHASER** and all other persons deriving title under him/her/them shall at all times hereafter observe the restrictions and negative covenants set forth in the **SIXTH SCHEDULE** hereunder written and pay all the liabilities set forth in the **FOURTH SCHEDULE** hereunder written. It is made clear that the **SAID UNIT** shall be held by the **PURCHASER** abovenamed, subject to the said various terms, conditions, easements mentioned in the **FOURTH SCHEDULE** as well as **FIFTH SCHEDULE** respectively hereunder written and the negative covenants and restrictions mentioned in the **SIXTH SCHEDULE** hereunder written.
2. The **PURCHASER** shall regularly pay all levies, costs, proportionate expenses for common areas, office expenses, contingencies including legal expenses, maintenance and service charges etc. whatsoever which are morefully and particularly described in the **FOURTH SCHEDULE** hereunder written as per demand of the Maintenance Company/ Flat Owner's Association (whenever the same is to be formed/constituted).
3. The **PURCHASER** herein shall pay all costs of repairs renovation of the Buildings including all it's portion, Lifts and other common areas electricity for common areas, parts, portions, amenities, facilities, equipments, installations, water supply sweeping, cleaning white washing and color washing painting of the outer walls of the Flat,

Building, staircases, water courses etc. proportionately with other Owner(s)/Occupier(s) of the different Flat(s)/Unit(s)/Space(s) in the aforementioned Building at the rates in the manner and within such time as it will be determined by the Flat Owner's Association (whenever the same is to be formed/constituted) from time to time.

4. Save and except the **SAID UNIT** hereby sold, transferred, assigned, assured or conveyed unto the **PURCHASER** herein, the **PURCHASER** herein shall have no individual claim on or right to all open spaces, lobbies, staircase, lifts, terraces and top open roof, which shall remain entirely the common property and the same to be used equally for the benefit of all the Owner(s)/Occupier(s) of the said building standing thereon.
5. The **PURCHASER** herein shall abide by all rules, regulation, bye-laws, notifications, directions of the Maintenance Company and/or the General Body of Members/Occupiers/Flat Owners in relation to and/or arising out of and/or concerning to the aforementioned building standing thereon and the **SAID UNIT** as well as the affairs of the Maintenance Company/ Flat Owner's Association (whenever the same is to be formed/constituted) as and when the same may be decided upon and informed from time to time to the **PURCHASER** herein.
6. The **PURCHASER** herein shall not make any structural addition or alteration to the **SAID UNIT** or any part thereof, or affect the elevation of the building in any manner whatsoever without the prior sanction in writing from the **SAID PROMOTER/VENDOR/LAND OWNER** and the Flat Owner's Association (whenever the same is to be formed/constituted) and the Kolkata Municipal Corporation as and when the same would be necessary from time to time.

7. The **PURCHASER** herein is hereby covenant that the undivided proportionate share or interest in the land underneath the Building and other space(s) specified by the **SAID PROMOTER/VENDOR/LAND OWNER** shall remain undivided and joint for all times with the other Occupant(s)/Owner(s) and/or members who heretofore acquired and who may hereafter acquire right, title and interest in respect of any Flat(s)/Unit(s)/Space(s) in the aforementioned Building **AND THAT** it is also hereby declared that the interest in the said land underneath the building will remain undivided.
7. The **PURCHASER** herein has independently examined or caused to be examined and is acquainted with, fully aware of and has thoroughly satisfied himself/herself/themselves about the following:
- a) The Title of the **SAID PREMISES** and the documents relating thereto;
 - b) Original Title Deed of the **SAID PROMOTER/VENDOR/LAND OWNER** herein in respect of **SAID PREMISES**.
 - b) The Building Plans as well as Completion Certificate/Occupancy Certificate sanctioned/issued/approved by the concerned authority (i.e. Kolkata Municipal Corporation) and the necessary approvals, sanctions and permissions whatsoever;
 - c) The right title and interest of the **SAID PROMOTER/VENDOR/LAND OWNER** in respect of the **SAID PREMISES**; and
 - d) The Super Built-up Area of **SAID UNIT**.

And the **PURCHASER** herein shall not make any claim or demand whatsoever against the **SAID PROMOTER/VENDOR/LAND OWNER** concerning the same.

8. The **SAID UNIT** is hereby conveyed unto the **PURCHASER** herein shall be one single unit and shall not be partitioned and dismembered in any manner save in accordance the Common Rules as stated herein below.
9. The **PURCHASER** herein shall not claim any right of pre-emption or otherwise regarding any other portion of the Building and/or the **SAID PREMISES** or any part thereof.
10. The **PURCHASER** shall not make any claim (if any) of any nature whatsoever with regard to any open or covered area comprised in the **SAID PREMISES** and the aforementioned Building standing thereon, save the **SAID UNIT** and the right of ingress thereto and egress therefrom and the necessary formalities & utilities for use and enjoyment thereof.
11. The **PURCHASER** herein shall all the time hereafter liable to pay all statutory/municipal rates and taxes and other statutory outgoings whatsoever in respect of the **SAID UNIT** or every part thereof.
12. Upon immediate execution of these presents, the **PURCHASER** herein shall become a member of the Body of Association/Flat Owners Association/Maintenance Association (whenever the same is to be formed/constituted) which is being formed for the management and administration of the aforementioned Building standing thereon and abide by the rule, regulations, bye-laws and directions as to be framed by them from time to time.
13. The **PURCHASER** herein shall not do anything whereby the other Flat Owner(s)/Occupier(s) of the aforementioned Building will be disturbed affected or prejudiced in any manner whatsoever.

14. The **PURCHASER** herein shall permit the **SAID PROMOTER/VENDOR/LAND OWNER** and its surveyors or agents with or without workmen and others at all reasonable hours, to enter into and upon the “**SAID UNIT**” for the purpose of repairing, making, reinstating, rebuilding, cleaning, lighting, laying and keeping in order and good conditions the sewers, drains, pipes, cables, water courses, wires, detectors, structures or other conveniences belonging to or serving or used at the said building.
15. The **PURCHASER** shall keep the **SAID UNIT** in good substantial repair and condition so as to support and protect other Unit(s)/Flat(s)/Space(s) and parts of the said building as he/she/they now enjoy.
16. The **PURCHASER** shall keep all sewers, drains, pipes, passages, stairs, entrances etc. serving the **SAID UNIT** in good condition.
17. The **PURCHASER** herein shall strictly observe, perform and abide by the rules and regulations as may from time to time be framed by the **SAID PROMOTER/VENDOR/LAND OWNER** or the Flat Owner's Association after its formation for proper maintenance and up-keep of common parts, areas, facilities and amenities at the building including the plants and equipments for common use.
18. The **PURCHASER** herein shall regularly and punctually pay the municipal rates and taxes and other statutory outgoings as may hereafter become payable or be imposed on account and in respect of the **SAID UNIT** or every part thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO:**(Description of Said Premises and Building)**

ALL THAT piece and parcel of Leasehold land measuring about 10 (Ten) Cottahs be the same a little more or less **TOGETHER WITH** newly constructed Ground Plus Four (i.e. G+4) upper Floors Building standing thereon which is commonly known and named as "**The Forty4**" and which is presently lying and situated at and being Municipal Premises No. 44, Ram Dulal Sarkar Street (previously Known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (previously Maniktala), being Municipal Ward No. 26, Borough No. _____, vide Municipal Assessee No. _____, within the local ambit of Kolkata Municipal Corporation, within the Jurisdiction of Additional Registrar of Assurances at Kolkata, Kolkata- 700006, in the State of West Bengal and the same is butted and bounded by :-

ON THE NORTH : By the Ramdulal Sarkar Street, Kolkata- 700006;

ON THE SOUTH : By the Municipal Premises No. 71, W.C. Banerjee Street, Kolkata- 700006;

ON THE EAST : By the Municipal Premises No. 45, Ramdulal Sarkar Street, Kolkata- 700006;

ON THE WEST : By the Municipal Premises No. 41, Ramdulal Sarkar Street, Kolkata- 700006.

THE SECOND SCHEDULE ABOVE REFERRED TO :**(Description of Said Unit which is subject matter of Sale)**

ALL THAT the 01 (One) self-contained saleable **Tiles Flooring** _____ **Flat (being Flat No. _____)** having a total Carpet area of _____ **Sq. Ft.** (_____ Square Feet) be the same a little more or less which is equivalent to having a total Super Built-up area of

_____ **Sq. Ft.** (_____ Square Feet) be the same a little more or less located on the _____ (_____) Floor **TOGETHER WITH** respective undivided, proportionate, un-demarcated, indivisible and impartible share or interest in the land of the premises comprised therein **AND ALONG WITH** right to use all common parts, portions, paths, passages, installations, privileges, benefits, facilities and amenities as are available in the Ground plus Four (i.e. G+4) upper Floors building standing thereon which is commonly known and named as "**The Forty4**" and which is presently lying and situated at and being Municipal Premises No. 44, Ram Dulal Sarkar Street (previously Known as Municipal Premises No. 44, Maniktala Street), Police Station- Girish Park (previously Maniktala), being Municipal Ward No. 26, Borough No. _____, vide Municipal Assessee No. _____, within the local ambit of Kolkata Municipal Corporation, within the Jurisdiction of Additional Registrar of Assurances at Kolkata, Kolkata- 700006, in the State of West Bengal and the same is delineated in the map or plan annexed hereto and duly bordered by "**Red**" ink.

The **PURCHASER** herein is hereby confirms that, the **PURCHASER** has acquired or agreed to acquire _____ number of **Covered Car Parking Space** (being **Car Parking No.** _____) having a total Covered area of _____ Sq. Ft. (_____ Square Feet) be the same a little more or less comprised in the Ground Floor of the aforementioned Building standing thereon and as such the **PURCHASER** herein shall have right to park _____ number of Medium Sized Motor Car in the parking spaces as specified by the **SAID PROMOTER/VENDOR/LAND OWNER** comprised in the **SAID PREMISES**.

The **PURCHASER** herein is hereby confirms that, the **PURCHASER** has not acquired or agreed to acquire any Car Parking Space and as such the **PURCHASER** herein shall not park any motor car or any other vehicle in the **SAID PREMISES**.

THE THIRD SCHEDULE ABOVE REFERRED TO:**(Description of the Common
Parts/Portions/Areas/Amenities/Facilities/Equipments and
Installations and other appurtenances: common to the Occupants of
the building)**

1. Entrance of the Building Complex.
2. Entrance lobby in the Ground Floor of the building.
3. Stair cases of the building along with it's full and half landings with stair cover.
4. Concealed Electrical Wiring and fittings of the staircases, lobby and landings and separate electric meter(s) in the Ground Floor.
5. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different Units/Flats/Spaces of the said building.
6. Underground water reservoir for municipal water.
7. Water waste and sewerage evacuation pipes from the flats to drains and sewers common to the said building and from the building to the Municipal drains.
8. Boundary Walls.
9. Open area on the ground floor within the boundary wall outside the building.
10. Outlet drainage and sewerage.
11. Lift of the building which has completed with (24x7) service backup.

12. Generator and it's accessories and it's space thereof.
13. Room/Space for Durwan/Security Guard at the appropriate place in the Building.
14. Fire Fighting System as per the norms of Fire Department and a room/space for fire water pump in the Premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of Common Expenses: common to the Occupants of the building)

1. **MAINTENANCE:-** All costs and expenses for maintaining, whitewashing, pointing, repainting, renovating and replacing the common areas machineries, equipments, installations and accessories for common services, utilities and facilities (including the outer walls of the buildings).
2. **OPERATIONAL:-** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, water pump with motor etc.).
3. **STAFF:-** The salaries of and all other expenses of the Staff to be employed for the common purpose (including bonus and other emoluments and benefits).
4. **ASSOCIATION:-** Establishment and all other expenses of the Association (including it's formation) and also similar expenses of the Flat Owner's Association (whenever it is to be formed/constituted) or any agency looking after the common purposes until handing over the same to the Association.

5. **TAXES:-** Municipal and other statutory rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any particularly unit/flat/space).
6. **COMMON UTILITIES:-** Expenses for serving/supply of common facilities and utilities (including electricity, water etc.) and all charges incidental thereto.
7. **RESERVES:-** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:-** All other expenses and/or outgoings including litigation expenses as are to be incurred by the Flat Owner's Association and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Description of Easements, Quasi-easements, Privileges and Appurtenances)

The **SAID PROMOTER/VENDOR/LAND OWNER**, Co-owners and other Occupiers of the aforesaid Building standing thereon shall allow each other and his/her/it's/their agents, workmen the following right, easements, quasi-easements, privileges and/or appurtenances:-

1. The right of common passage, user and movement in all the Common Areas.
2. The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Building including the **SAID UNIT**.
3. Right of support shelter and protection of each portion of the aforesaid Building standing thereon by other and/or others thereof.

4. The absolute unfettered and unencumbered right over the common areas subject to the terms and conditions herein contained.

5. Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the **SAID UNIT** and the Premises appurtenant thereto.

6. The right with or without workmen and necessary materials, to enter upon into the aforesaid Building standing thereon including the **SAID UNIT** or any other Unit(s)/Flat(s)/Space(s) and the other space(s), if any, for the purpose of repairing any of the common areas or any appurtenances to any particular Unit/Flat/Space and/or anything comprised in any particular Unit/Flat/Space. In so far as the same cannot be carried out without such entry and in all such cases, excepting emergency upon giving proper prior notice in writing to the Co-owners who may be affected thereby.

THE SIXTH SCHEDULE ABOVE REFERRED TO
:PURCHASER'S NEGATIVE COVENANTS:

In connection with the use and enjoyment of the **SAID UNIT**, the **PURCHASER** shall be obliged:

- a) Not to throw any rubbish in the common parts nor to store any offensive, dangerous and combustible goods in the **SAID UNIT**;
- b) Not to do or commit any act or deed, which may in any manner cause obstruction or hindrance in completion of construction of the building by the **SAID PROMOTER/VENDOR/LAND OWNER**;
- c) Not to carry on any obnoxious injurious noisy offensive or illegal activity in the **SAID UNIT**;
- d) Not to do or commit any act which may cause any nuisance or annoyance to the **SAID PROMOTER/VENDOR/LAND OWNER**

and/or owners/occupiers of other Unit(s)/Flat(s)/Space(s) at the said building standing thereon;

- e) Not to use the **SAID UNIT** or any part thereof nor permit the same to be used for any guest house, boarding and lodging house, restaurant, nursing home, club, manufacturing or processing work, hobby centre;
- f) Not to encroach upon nor to store or permit to be stored any goods or materials in the common portions lobbies, corridors, staircases, and other parts of the said building;
- g) Not to decorate or paint or otherwise alter the exterior or the **SAID UNIT** and/or common parts of the said building in any manner save in accordance with the general scheme thereof as permitted in writing by the **SAID PROMOTER/VENDOR/LAND OWNER** or the Flat Owner's Association (whenever the same is to be formed/constituted);
- h) Not to do anything whereby the **SAID PROMOTER/VENDOR/LAND OWNER** and/or other occupiers of other unit(s)/flat(s)/space(s) is/are obstructed in or prevented from enjoying quietly and exclusively of their respective unit(s)/flat(s)/space(s) and jointly of the common parts;
- i) Not to claim any right in any part of the building or the land save as be necessary for ingress and egress of materials utility pipes cables and lines to the **SAID UNIT**;
- j) Not to display or affix any neon sign or sign board on any outer walls of the Building except the **SAID UNIT** or in common parts save to the extent and at places specified from time to time;
- k) Not to claim any partition or sub division of the land or the common parts of the building;

- l) Not to do anything whereby the rights of the **SAID PROMOTER/VENDOR/LAND OWNER** and/or owner/occupiers of other Unit(s)/Flat(s)/Space(s) in the said building is affected or prejudiced in any manner whatsoever and/or which may affect or prejudice the use and enjoyment of the common parts by the other owner or occupiers of the other Unit(s)/Flat(s)/Space(s) at the building;
- m) Not to claim any right in respect of the common parts and the services, facilities and amenities except the right to use the stairs, lifts, entrances and passage as may be necessary for ingress and egress to and from the **SAID UNIT**.
- n) To observe such other rules and regulations as may be necessary or be made applicable with regard to the use of the **SAID UNIT** or the common parts or portions by the **SAID PROMOTER/VENDOR/LAND OWNER** and/or the Flat Owner's Association upon its immediate formation;
- o) Not to install the outdoor of the air condition machine anywhere else save and except the area designated for installation of the same by the **SAID PROMOTER/VENDOR/LAND OWNER** and/or the Flat Owner's Association (whenever the same is to be formed/constituted);

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

SIGNED SEALED AND DELIVERED

by the abovenamed **VENDOR** at
Kolkata in the Presence of:

1.

2.

SIGNED SEALED AND DELIVERED

by the abovenamed **PURCHASER** at
Kolkata in the presence of:

1.

2.

Drafted by me

(Abhijit Sarkar)

Advocate

7, Old Post Office Street

Ground Floor, Room No.8

Kolkata-700 001

Enrolment No.- WB/1918/1995

MEMO OF CONSIDERATION

The amount so mentioned herein below has been paid by the **PURCHASER** herein to the **PROMOTER/VENDOR/LAND OWNER** herein in such manner as follows:-

DATE	CHQ/ D.D. No./R.T.G.S./NEFT/CASH	DRAWN ON	AMOUNT
TOTAL-			Rs. _____/-

(Total Rupees _____ Only)

WITNESSES:

1.

2.

SIGNATURE OF
PROMOTER/VENDOR/LAND OWNER

DATED THIS _____ DAY OF
_____ 2023

DEED OF CONVEYANCE

BETWEEN

**VANVI PROJECTS PRIVATE LIMITED
... VENDOR**

AND

... PURCHASER

ABHIJIT SARKAR
ADVOCATE,
ROOM NO. 8 (Ground Floor)
7, OLD POST OFFICE STREET,
KOLKATA-700 001