

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of in the year of Two Thousand and Twenty-Three (**2023**).

BETWEEN

M/S MANI ASHA CONSTRUCTION (PAN : ABWFM3705F), a partnership firm incorporated under the provision of the Partnership Act, 1932, having its office at 21st century, 32/6/H/12, B.T. Road P.O. & P.S. Cossipore, Kolkata 700002, represented by its partners **(1) PRIYANKA SHAW (PAN : GCMPS7921E), (AADHAR No. 9067 8073 3010), (Mobile No. 9073364035)**, wife of Sudip Shaw, by

faith Hindu, by Occupation Business, by nationality Indian, residing at 9/2B, Grove Lane, Kalighat Kolkata 700026, **AND (2) NILAM GUPTA, (PAN : AFGPG4802H), (Aadhar 6619 2748 7970), (Mobile No. 9836036150),** wife of Mahesh Prasad Gupta, by faith Hindu, by Occupation Business, by nationality Indian, residing at 12C, B.T. Road P.O. & P.S. Cossipore , Kolkata 700002, **AND (3) SNEHA MITTAL, (PAN : BPFPM3642P), (Aadhar 8494 6254 0916), (Mobile No. 7980838342),** wife of Rakesh Kumar Mittal, by faith Hindu, by Occupation Business, by nationality Indian, residing at Avishi Trident, Block 3, Flat No. 11C, 34B, B.T. Road P.O. & P.S. Cossipore , Kolkata 700002, **AND (4) ASHA AGARWAL, (PAN : ADAPA9154E), (Aadhar 6392 5802 7335), (Mobile No. 9831250715),** wife of Moolchand Agarwal, by faith Hindu, by Occupation Business, by nationality Indian, residing at Block M, Flat 2C, 2nd Floor, 43, Shyamnagar Road, P.O.- Bangur, P.S. Nagerbazar, Kolkata 700055, hereinafter to be called,' referred, recognized and indentified as the **“OWNER/PROMOTER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners and their respective legal heirs, executors, administrators, representatives, successors and assigns) of the **ONE PART.**

AND

(1) MR. (PAN :) (Aadhar), of and (2) (PAN:) (Aadhar),of, both by faith Hindu, by Nationality Indian, both by occupation & respectively, both residing at....., Post Office, Police Station, District –, Pin-, hereinafter jointly referred to as the **“PURCHASER/S” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their respective legal heirs, legal representatives, executors, administrators and assigns etc.) of the **OTHER PART.****

The Owner/Promoter and the Purchaser/s shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS:

- A)** One Kalipada Sadhukhan Purchased All That Piece and parcel of land measuring 4 Cottahas, 15 Chittacks and 31 Sq. Ft. comprises in partly 3/3 and partly 3/4 , New Canal Road, in division 2, sub division 9, Mouza Ultadanga Sether Bagan, Holding No. 118, District 24 Parganas, (said **Property**) by a registered deed of conveyance dated 05/02/1935, registered before the Sub Registry Office Sealdah and recorded in Book I, Volume 27, Pages 133 to 144, being No. 1445 for the year 1935 free from all encumbrances, together with right to use west side private passage from Gyan Chandra Mullick.

- B)** Subsequently said Kalipada Sadhukhan mutated his name in the record of the Corporation of Calcutta (then) and said Property was renumbered as 7A, Rai Charan Sadhukhan Road, Kolkata 700004.
- C)** Subsequently said Kalipada Sadhukhan constructed a two storied building in the said Property as per sanction plan sanctioned by the Corporation of Calcutta (then).
- D)** Said Kalipada Sadhukhan while enjoying and occupying the above said Property, during his life time executed a registered will dated 14/09/1959 and registered before the Sub Registry Office at Sealdah and recorded in Book-III, Volume 5, Pages 21 to 23, being No. 56 for the year 1959 (**Said Will**) and bequeathed the said Property and building thereon along with other property unto and in favour of his four sons namely Kamal Krishna Sadhukhan, Sadananda Sadhukhan, Nityananda Sadhukhan and Pabitra Kumar Sadhukhan.
- E)** Said Sadananda Sadhukhan applied before the Court of District Delegate for obtaining Probate of the said Will and the other co sharers/beneficiaries filed objection thereto and as such said probate case was converted into Original Suit being No. 3 of 1998 and the same was decreed on 26/03/2003 and in terms of the said Will, said four sons of Kalipada Sadhukhan became the absolute owners of the said Property having equal share thereof.
- F)** Said Kamal Krishna Sadhukhan died on 22/10/1994 intested leaving behind his wife Gita Sadhukhan and one married daughter Sibani Sadhu and one son Santanu Sadhukhan who jointly inherited the 1/4th undivided share of the said Property and building thereon.
- G)** By a registered deed of gift dated 04/12/2005, registered before the A.R.A- I, Kolkata and recorded in Book I, Volume 1, being No. 6151 for the year 2006, said Gita Sadhukhan and Sibani Sadhu Gifted their undivided share in the said Property and building thereon unto and in favour of Santanu Sadhukhan.
- H)** By the above said inheritance and gift said Santanu Sadhukhan became the absolute owner of undivided 1/4th share of the said Property and building thereon.
- I)** By a registered deed of gift dated 13/08/2020, registered before the A.R.A-II, Kolkata and recorded in Book I, Volume 1902-2020, Pages 90587 to 90623, being No. 2291 for the year 2020, (said Gift Deed) said Nityananda Sadhukhan Gifted his undivided 1/4th share in the said Property unto and in favour of his son Sambhunath Sadhukhan.
- J)** By the said Gift Deed said Nityananda Sadhukhan Gifted his 1/4th undivided

share in the said Property together with undivided $\frac{1}{4}$ share in the building thereof to his son Sambhunath Sadhukhan, but in the said Gift deed $\frac{1}{4}$ th undivided share in the said Property mentioned as 1Cottah 2 Chittachs and 11.25 Sq. Ft. instated of actual area of 1Cottah 3 Chittachs and 41.5 Sq. Ft.

- K)** By another registered deed of gift dated 18/09/2020, registered before the D.S.R- IV, Alipore, South 24 Paraganas and recorded in Book I, Volume 1604-2020, Pages 108522 to 108554, being No. 3046 for the year 2020, said Nityananda Sadhukhan again Gifted his remaining 1 Chittacks 30.25 Sq. Ft. of the $\frac{1}{4}$ th undivided share in the said Property to his son Sambhunath Sadhukhan.
- L)** By the above manner said Sadananda Sadhukhan, Pabitra Kumar Sadhukhan, Santanu Sadhukhan, Sambhunath Sadhukhan became the absolute joint owners of **ALL THAT** the land admeasuring 4 Cottahs, 15 Chittaks and 31 Sq. Ft. more or less, together with two storied building thereof situated lying at Mouza Sether Bagan, Holding No. 118, Division 2, Sub Division 9, Borough No. I, Premises No. 7A, Rai Charan Sadhukhan Road, P.S. Ultadanga, P.O. Shyambazar, Kolkata -700004, ward No. 5, within the local limit of Kolkata Municipal Corporation, i.e. the **Said Property**.
- M)** By registered Bengali Saf Bikroy Kolbal dated 08.09.2021, registered before the A.D.S.R. Sealdah and recorded in Book No. I, Volume No. 1606-2021, Page from 174426 to 174474, Being No. 3496 for the year 2021, said Sadananda Sadhukhan, Prabitra Kumar Sadhukhan, Santanu Sadhukhan, Sambhu Nath Sadhukhan jointly sold, conveyed and transferred All That the **Said Property** together with two storied building thereof to **Bacchu Shaw** for the consideration mention therein free from all encumbrances.
- N)** The said **Bacchu Shaw** mutated his name in the record of the Kolkata Municipal Corporation in respect of the above Said Property and obtained Assessee No. **110051800084**.
- O)** The said **Bacchu Shaw** executed a deed of boundary declaration, dated 6/9/2022, registered before the A.D.S.R Sealdah and recoded in Book No. I, Volume No. 1606-2022, Pages 137940 to 137950, being No. 4431 for the year 2022, wherein he declares the actual boundary of the said Property and also declare that actual physical measurement of the said Property is **4 Cottahs 9 Chittaks and 5.630 Sq. Ft.** more or less.
- P)** The said **Bacchu Shaw** executed a deed of Gift dated 6/9/2022, registered before the A.D.S.R Sealdah and recoded in Book No. I, Volume No. 1606-2022, Pages 137963 to 137973, being No. 4433 for the year 2022, wherein he has gifted the land admeasuring 513.658 Sq. Ft. in the Western portion of the

Premises No. **7A, Rai Charan Sadhukhan Road** and the land admeasuring 105.735 Sq. Ft. in the Northern portion of the Premises No. **7A, Rai Charan Sadhukhan Road**, in favour the Kolkata Municipal Corporation.

- Q)** The said **Bacchu Shaw** executed another deed of Gift dated 6/9/2022, registered before the A.D.S.R Sealdah and recoded in Book No. I, Volume No. 1606-2022, Pages 137951 to 137962, being No. 4432 for the year 2022, wherein he has gifted the land admeasuring 31 Sq. Ft. in the North West corner of the Premises No. **7A, Rai Charan Sadhukhan Road**, in favour the Kolkata Municipal Corporation.
- R)** The said **Bacchu Shaw** executed a deed of declaration, dated 6/9/2022, registered before the A.D.S.R Sealdah and recoded in Book No. I, Volume No. 1606 -2022, Pages 137974 to 137981, being No. 4434 for the year 2022, wherein he declares that he shall not make any construction in the Private Passage/common passage.
- S)** The said **Bacchu Shaw** after executed the above said Gifts in favour of the Kolkata Municipal Corporation remains the absolute Owner of **ALL THAT** the land admeasuring 4 (Four) Cottahs, 1 (One) Chittak and 11 (Eleven) Sq. Ft. more or less, (as per title deed) situated lying at Mouza Sether Bagan, Holding No. 18, Division II, Sub Division 9, Borough No. I, known as the Municipal Premises No. 7A, Rai Charan Sadhukhan Road, P.S. Ultadanga, P.O. Shyambazar, Kolkata -700004, Assessee No 110051800084, ward No. 5, within the local limit of Kolkata Municipal Corporation, together with two storied building thereof, **herein after referred to as the "SAID LAND" which is shown in RED border on the Plan annexed hereto and marked as Annexure- "I"**.
- T)** The said **Bacchu Shaw** has obtained building sanction plan from the Kolkata Municipal Corporation being building permit no. 2022010159 dated 11.01.2023 for constructing a G+3 storied building at the **Said Land**.
- U)** By registered Deed of Conveyance dated 15/03/2023, registered before the A.R.A.-III, Kolkata and recorded in Book No. I, Volume No. 1903-2023, Page from 62722 to 62745, Being No. 1545 for the year 2023, said **Bacchu Shaw** sold conveyed and transferred **All That** the **Said Land** together with benefit of building permit no. 2022010159 dated 11.01.2023 for constructing a G+3 storied building to the **M/S MANI ASHA CONSTRUCTION** the **Owner/Promoter** herein for the consideration mention therein free from all encumbrances.
- V)** The **Owner/Promoter** herein after purchase mutated its name in the record of the Kolkata Municipal Corporation in respect of the **Said Land**.

- W) The **Owner/Promoter** now constructing a G+3 storied building/project in the **Said Land**, as per Building Sanction Plan No. 2022010159 dated 11.01.2023, and the said building/project shall be known as **“ASHA RESIDENCY”** ("Project").
- X) The “Owner/Promoter” has obtained the final layout plan approvals for the Project from K.M.C. The Owner/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- Y) The “Owner/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.**
- Z) The Purchaser/s had applied for an Apartment in the Project vide **Application No.**, dated and has been allotted **Apartment No.** having **Carpet Area** of **Square Feet**, (corresponding Covered area of **Square Feet**), **Balcony Area** **Square Feet**, on the **Floor**, in building, along with **nos. of Open/Covered Car Parking Space Being No.** (measuring **135 Square Feet**, be the same a little more less) on the **Open Space/Ground Floor** of the building, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ("**COMMON AREAS**") (hereinafter referred to as the "**APARTMENT**" more particularly described in **Schedule-"B"** hereunder written).
- AA) By a Provisional Allotment Letter dated (“**Allotment Letter**”), the **Owner/Promoter** had allotted the Apartment and the Purchaser/s agreed to accept such allotment for a total consideration of **Rs.**/- (**Rupees**) **only** (“**Total Price**”) subject to the terms and conditions contained in the Application and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- BB) By an Agreement for Sale **dated** registered at the office of the, and recorded in **Book I, Volume No.**, **Page from** **to**, **being No.****for the year 20....** (hereinafter referred to as the “**AGREEMENT FOR SALE**”) the Owner/Promoter agreed to sell and the Purchaser/s agreed to purchase the Apartment for the **Total Price as mentioned**

in **Annexure-III** therein and on the terms and conditions as agreed therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.]

- CC)** The Owner/Promoter has since completed the construction of the Project including the Apartment and has obtained the **Occupancy Certificate vide Memo No. dated of** Kolkata Municipal Corporation.
- DD)** The Owner/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.
- EE)** Before taking possession of the Apartment, the Purchaser/s has/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/herself/themselves with regard thereto and shall not make any claim or demand whatsoever against the Owner/Promoter;
 - (b) been fully satisfied about the title of the Owner/Promoter to the Said Land/Project Land, the documents relating to the title of the Said Land/Project Land, the right of the Owner/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.
- FF) REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER:**

The Owner/Promoter hereby represents and warrants to the Purchaser/s as follows:

- (i) The Owner/Promoter has absolute, clear and marketable title with respect to the Project Land; the Owner/Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;

- (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 Project Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower/Building and the Apartment and the Common Areas (till the time the Common Areas and Facilities are transferred to the Association);
- (vi) The Owner/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/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 Project 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 Project Land;
- (ix) The Owner/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).
- (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/Promoter in respect of the Project Land and/or the Project.

GG) In pursuance of the Allotment Letter this Deed of Conveyance is being executed by the Owner/Promoter in favour of the Purchaser/s to give effect to the transfer of the Apartment and the rights appurtenant thereto in favour of the Purchaser/s.

I. NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the said Agreement for Sale dated and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs./- (Rupees) only**, the lawful money of the Union of India truly paid by the Purchaser/s to the Owner/Promoter on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchaser/s,) the Owner/Promoter deliver and the Purchaser/s hereby taken the vacant peaceful possession of the **Said Apartment** more fully and particularly described in the **Schedule-“B”** hereunder written and the said Owner/Promoter do hereby indefeasible grant, sell, convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchaser/s **All That the Said Apartment** at the Said Land more fully and particularly described in the **Schedule-“B”** hereunder written together with common parts and portions, area and facilities and amenities provided thereon together with proportionate share in the land Together With right to common with other Purchasers or Owners so acquiring similar right to enjoy and possess all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim and demand of the Owner/Promoter into and upon the Said Apartment and Said Land, the specific purchased **Said Apartment** of the Purchaser/s specifically described in the **Schedule “B”** written hereunder, free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchaser/s shall has/have full easement right over the **Said Apartment** and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the **Schedule-“D”** hereunder written subject to be governed by such rights and obligations as set forth in the **Schedule-“F”** hereunder written and also subject to the Purchaser/s paying and discharging terms and impositions on the **Said Apartment** of the building and the common expenses being described in the **Schedule-“E”** in connection with the **Said Apartment** and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the **Said Apartment** of the building constructed on the basis of the sanctioned plan, hereby granted transferred assured and conveyed to the Purchaser/s absolutely and forever and the Owner/Promoter do hereby covenant and agree with the Purchaser/s **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Owner/Promoter or by any of its ancestors or predecessors in title done or executed or knowingly suffered to the contrary the

Owner/Promoter now have good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the **Said Apartment** of the said building and also the Specifications, amenities, facilities, common areas and installation, common expenses and Liabilities as described in the **Schedule-“C”, Schedule-“D”, Schedule-“E” and Schedule-“F”**, herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use and benefit of the Purchaser/s **his/her/ their**, heirs, legal representative, executors administrators, representatives, free from attachments, charges, liens, and lis pendents and that the Purchaser/s **his/her/ their**, heirs, legal representative, executors, administrators, representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the **Said Apartment** of the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/Promoter or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Owner/Promoter and all person having lawfully claiming any estate or interest whatsoever in the **Said Apartment** of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Owner/Promoter from or under any of its predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, **his/her/their heirs**, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the **Said Apartment** of the said building Together With common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchaser/s and **his/her/their heirs**, executors, administrators representatives and assigns as may be reasonable required and that the Purchaser/s, **his/her/their** heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the **Said Apartment** of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Owner/Promoter or any person or persons or any other apartment owners of the building at the Said Land.

II. THE OWNER/PROMOTER doth hereby covenant with the **PURCHASER/S** as follows:-

(a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Owner/Promoter has good and perfect right title and interest to convey, the **Said Apartment** and the undivided proportionate share in the Said Land and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchaser/s in the manner aforesaid and that Owner/Promoter has not done or knowingly suffered anything whereby the Said Land and the Said Apartment may be encumbered effected or imposed in estate title or interest or otherwise.

(b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Apartment and Said Land and that the **Said Apartment** and Said Land is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.

(c) The Purchaser/s shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the **Said Apartment** without any claims or demands hindrance interruption or disturbance from or by the Owner/Promoter or any person or persons claiming through or under or interest for the Owner/Promoter and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.

(d) The Owner/Promoter shall at all times do and execute at the request and expenses of the Purchaser/s all such further lawful acts, deeds and things and assurances as may be reasonably required by the Purchaser/s for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property made or the Purchaser/s to the Said Apartment hereby sold and conveyed.

SCHEDULE –‘A’
[SAID LAND]

ALL THAT the Piece and parcel of bastu land measuring 4 Cottah 1 Chittaks and 11 Sq. Ft. more or less, situated lying at Mouza Sether Bagan, Holding No. 18, Division II, Sub Division 9, Borough No. I, Municipal Premises No. 7A, Rai Charan Sadhukhan Road, Police Station- Ultadanga, Post Office- Shyambazar, Kolkata - 700004, Assessee No 110051800084, ward No. 5, within the local limit of Kolkata Municipal Corporation, West Bengal.

The Said Land is bounded in the manner following:

ON THE NORTH : 12/1A/1 & 12/1 Bhairab Mukherjee Lane;
ON THE SOUTH : 8/1, Rai Charan Sadhukhan Road;
ON THE EAST : Premises No. 16B, Bhairab Mukherjee Lane;
ON THE WEST : Rai Charan Sadhukhan Road (12 ft. wide Road);

SCHEDULE –‘B’
[APARTMENT]

ALL THAT the Apartment No. having Carpet Area of Square Feet, Balcony Area Square Feet, (corresponding Covered area of Square Feet), on the

floor, in building/project “ASHA RESIDENCY” which delineated in **RED** border on plan annexed hereto along with **..... nos. of Covered Car Parking Space (measuring 135 sq. ft. be the same a little more or less)** in the Open Space/Ground 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 and butted and bounded as follows:

East:

West:

North:

South:

SCHEDULE-‘C’
(SPECIFICATIONS, AMENITIES & FACILITIES IN RESPECT OF PROJECT)

Sl. No.	Description of facilities & Amenities
1 .	Security system comprising of CCTV
2 .	Lights in common area
3 .	Internal Sewer line
4.	Passenger elevator
5.	Security hut

SCHEDULE-‘D’
[PROJECT COMMON PORTIONS AND FACILITIES]

Sl. No.	Particulars
1	the entire land dedicated to the Project;
2	the staircase, lift, lobbies, and entrance and exit of Building;
3	the common terrace;
4	installations of services such as electricity, water and sanitation;
5	the water tank, pump, motor, fans, compressor, ducts and all apparatus connected with installations for common use;

SCHEDULE-‘E’
(COMMON EXPENSES)

MAINTENANCE : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New

Building and the boundary walls of the New Building.

OPERATIONAL: All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

STAFF : The salaries of and all other expenses on the staff (including Office Manager, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

ASSOCIATION : Establishment and all other expenses of the association or cooperative society (including its formation) and also similar expenses of the Owner or any agency looking after the Common Purposes until handing over the same to the Association.

TAXES : Municipal and other rates, Sales Tax, GST, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

COMMON UTILITIES : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses.

OTHERS : All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association or Co-operative Society for the Common Purposes.

SCHEDULE-‘F’
(RIGHTS & OBLIGATION OF THE PURCHASER/S)

1. That the Purchaser/s shall own and enjoy the **Said Apartment** of the said building at the Said Land along with undivided proportionate share in the Said Land together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Schedule-D Above written.

2. That Purchaser/s shall become and remain Member of the Society or Association to be formed by and consisting of the Owners of the Apartment of the building namely **“ASHA RESIDENCY”** constructed in the Said Land written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing common passage, staircase, compound walls and all other common amenities, lifts.
3. That the Purchaser/s shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society or Association.
4. That the Purchaser/s shall not at any time carry on or suffered to carry on the apartment hereby sold and conveyed or any part thereof or the Said Apartment any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Owner/Promoter or its successors in office or to the owners and/or the occupiers of the other apartment owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Apartment or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any other purpose.
5. That the Purchaser/s shall give the owner of the other apartments the necessary technical support for their apartment and also a right to any way over all common roads, staircase, passages etc. and shall and will be entitled to similar rights from and other owners of the said building.
6. The Purchaser/s shall has/have the right to enter into any other apartments in the said building for the purpose of affecting repair of service pipes line and portions of their apartment as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other apartments such entry into their apartments areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchaser/s shall be liable to pay directly to KMC/municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Apartment towards in the account of payment of taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the KMC/municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Owner/Promoter and the Owner/Promoter retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the Said Land and thus

becoming owners of the several apartments in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Owner/Promoter or the Association or Society as the case may be. The Purchaser/s shall mutate his/her/their name in the records of local Municipal authority in respect of his/her/their apartment and proportionate share of land.

8. The Association of the Apartment owner shall be formed by the Purchaser/s herein, with other apartment owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchaser/s shall and will sign and execute all respective forms returns declarations and documents as may be from time to time become necessary.
9. The Purchaser/s shall has/have the full proprietary rights on the Said Apartment more fully described in the **Schedule-B** herein above written together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Owner/Promoter or any other owners or owners of the apartment areas other than their own contained in the said Building.
10. The Purchaser/s undivided interest in the said soil or land and shall remain joint forever with the owners of other apartment owners of the said building and it being hereby further declare that the interest in the said soil or the Said Land is impartible.
11. The Purchaser/s shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other apartment owners.
12. The Purchaser/s shall not decorate the exterior portion of the Said Apartment otherwise than in the manner in writing by the committee.

IN WITNESS WHERE OF 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.

EXECUTED AND DELIVERED by the
OWNER/PROMOTER hereto at Kolkata
in the presence of:

Witness:

1.

2.

EXECUTED AND DELIVERED by the
PURCHASER/S hereto at Kolkata in the
presence of:

Witness:

1.

2.

Drafted by me,

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

M/s. Nishant Kr. Saraf Advocates

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2nd Floor, Kolkata 700 001.

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