

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day Two
Thousand Twenty Four (2024) A.D.

B E T W E E N

SRI GOPINATH ROY (PAN: ADLPR5600D), (AADHAAR NO.: 441723276192) (D.O.B.:24.01.1949) Son of Late Bijoy Krishna Roy, by faith Hindu, by Nationality Indian, By Occupation - Business, residing at AD 52, Salt Lake, Sector I, Bidhannagar, P.O. – City Center Salt Lake , P.S. Bidhannagar (North), Kolkata - 700 064, District – North 24-Parganas, West Bengal, hereinafter called and referred to as the **“OWNER/VENDOR”** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the **FIRST PART** ;

The Vendor is represented by his Constituted Attorney **KRISVAM DEVELOPERS LLP** (PAN:ABAFK3465A), a limited liability partnership concern having its registered office at 1, Swami Vivekananda Road, Jessore Road, Dum Dum, Kolkata- 700 074, represented by its partners namely (1) **SRI VIVEK AGARWAL** (PAN: AQWPA1813F) (AADHAAR: 747872311386) (D.O.B.:20.04.1988) son of Ram Agarwal by faith Hindu, by Nationality Indian, by occupation Business residing at 12 No. 1st Floor, Nazrul Park, Rajarhat Gopalpur Municipality, Ashwini Nagar, P.O. Ashwini Nagar, Police Station Baguihati, Kolkata – 700159, District – North 24-Parganas, West Bengal and (2) **SRI KETAN PATEL** (PAN: AMXPP7837M) (AADHAAR: 660514800211) (D.O.B.:09.06.1986), son of Ramesh Patel, by faith Hindu, by Nationality Indian, by occupation Business, residing at Uma Apartment, 6th Floor, Flat No. 6C 67A/1, Khudiram Bose Sarani, Belgachia, P.O. Belgachia, Police Station Ultadanga, Kolkata- 700037, West Bengal, by a Development Power of Attorney on 8th day of September, 2023 duly registered before the Additional Registrar of Assurances-IV, Kolkata , recorded in Book No. I, Volume No. 1904-2023, Pages from 750970 to 750992, Being No. 190413020 for the year 2023.

AND

KRISVAM DEVELOPERS LLP (PAN:ABAFK3465A), a limited liability partnership concern having its registered office at 1, Swami Vivekananda Road, Jessore Road, P.O. – Dum Dum, P.S. – Dum Dum, Kolkata- 700 074, District – North 24-Parganas, represented by its partners namely (1) **SRI VIVEK AGARWAL** (PAN: AQWPA1813F) (AADHAAR: 747872311386) (D.O.B.:20.04.1988) son of Ram Agarwal by faith Hindu, by Nationality Indian, by occupation Business residing at 12 No. 1st Floor, Nazrul Park, Rajarhat Gopalpur Municipality, Ashwini Nagar, P.O. Ashwini Nagar, Police Station Baguihati, Kolkata – 700159, District – North 24-Parganas and (2) **SRI KETAN PATEL** (PAN: AMXPP7837M) (AADHAAR: 660514800211) (D.O.B.:09.06.1986), son of Ramesh Patel, by faith Hindu, by Nationality Indian, by occupation Business, residing at Uma Apartment, 6th Floor, Flat No. 6C 67A/1, Khudiram Bose Sarani, Belgachia, P.O. Belgachia, Police Station Ultadanga, Kolkata- 700037 hereinafter jointly called and referred to as "the **"BUILDERS"/"DEVELOPER"** (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

AND

_____ (PAN: _____) (AADHAAR: _____) (D.O.B.:_____) son of _____, by faith _____, by Nationality Indian, by occupation _____, residing at _____ under _____ Police Station in the district of _____, West Bengal, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or

repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the **THIRD PART**;

WHEREAS :-

Unless in this Indenture, there be something contrary or repugnant to the subject or context:

- (a) **OWNER/VENDOR** shall mean the said SRI GOPINATH ROY Son of Late Bijoy Krishna Roy, residing at AD 52, Salt Lake, Sector I, Bidhannagar, P.O. Salt Lake, P.S. Bidhannagar (North), Kolkata - 700 064, District – North 24-Parganas, of the First Part and shall include his heirs, executors, administrators, representatives and assigns.
- (b) **SELLER/BUILDER/DEVELOPER** shall mean KRISVAM DEVELOPERS LLP, having its registered office at 1, Swami Vivekananda Road, Jessore Road, Dum Dum, Kolkata- 700 074, represented by its partners namely (1) SRI VIVEK AGARWAL son of Ram Agarwal, residing at 12 No. 1st Floor, Nazrul Park, Rajarhat Gopalpur Municipality, Ashwini Nagar, P.O. Ashwini Nagar, Police Station Baguihati, Kolkata- 700159, District – North 24-Parganas and (2) SRI KETAN PATEL son of Ramesh Patel, residing at Uma Apartment, 6th Floor, Flat No. 6C 67A/1, Khudiram Bose Sarani, Belgachia, P.O. – Belgachia, Police Station: Ultadanga, Kolkata- 700037 of the Second Part and shall include its successor and/or successors in interest/office and assigns/Nominees).
- (c) **PURCHASER** shall mean _____ son of _____, by faith _____, by Nationality Indian, by occupation _____, residing at _____ under _____ Police Station in the district of _____, West Bengal.

- (d) **PREMISES/BUILDING** shall mean **ALL THAT** Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China Mandir, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700055, District – North 24-Parganas (more fully and particularly mentioned and described in the PART-I of the SECOND SCHEDULE hereunder written).
- (e) **PLAN** shall mean the plan sanctioned by South Dum Dum Municipality and shall include any modification and/or alterations thereto and the Purchaser hereby consents to the same. by the South Dum Dum Municipality vide Plan no 1188/XVI of 2023 dated 27.07.2023. Further any revised plan for horizontal extension of the may be submitted to South Dum Dum Municipality for approval.
- (f) **COMMON PARTS** and PORTIONS in the Apartment/multi storied building shall mean all such areas and facilities as mentioned in Part-II of the FIFTH SCHEDULE.
- (g) **COMMON PORTIONS** shall mean Common parts and Common Portions detailed as provided in PART I and PART II of the FIFTH SCHEDULE.
- (h) **COMMON EXPENSES** shall mean those expenses incurred for rendition of Common Service to Common Portions. The details of such COMMON EXPENSES are provided in SEVENTH SCHEDULE.
- (i) **COMMON SERVICE/MAINTENANCE** shall mean those services rendered by the OWNER/DEVELOPER or the HOLDING ORGANISATION/MAINTENANCE/COMPANY/OWNERS/PURCHASER ASSOCIATION, after appointment, for maintenance of COMMON PORTIONS.
- (j) **PROJECT** shall mean the housing project **“KRISVAM ELITE”** undertaken for construction, erection and completion of the said

multi storied building to be constructed in accordance with the said PLAN at the said PREMISES.

- (k) **LAND SHARE** shall mean the area of land forming part of the said Residential Area and the Purchaser hereby consents to the same.
- (l) **SUPER BUILT UP AREA** shall mean the saleable space and the proportionate share or interest forming part of the common parts and portion and also the Architect shall determine the area occupied by various amenities/facilities.
- (m) **SPECIFICATIONS** shall mean and include the various specification, brief details are mentioned in the FOURTH SCHEDULE hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event of any Purchaser requiring any upgraded specification and/or better specification for a particular unit / flat then the Purchaser so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the OWNER/DEVELOPER.
- (n) **CO-OWNERS** according to the context shall mean all the buyers/owners, who for the time being shall either complete the purchase of any Flat or car parking space in the multi storied Building, or have agreed to purchase any Unit in the said Building, and/or taken lawful possession of any such Flat and car parking space, and all the unsold Flat and/or Flats therein not being parted with as yet may remained either in possession of the Vendor/ Developer.
- (o) **ASSOCIATION** shall mean the Association to be formed by all the co-owners as aforesaid for joint care, security, preservation, and maintenance of the said building. All the co-owners being

agreement bound to join such association on due formation thereof paying proportionately for such purpose.

(p) PROPORTIONATE SHARE according to the context shall mean.

a) Where it refers to the share of the Purchaser in the lands comprised in the said premises the share of any Purchaser therein shall be in the proportion in which the super built-up area of the said unit may in total as against the total of super built-up area of all the units within the building, inclusive of the one being the subject matter hereof.

b) Where it refers to the share of the Purchaser in the Common Areas and Installations the share of any Purchaser therein shall be in the proportion in which the super built-up areas of the said unit be to the super built-up area of all units in the Building the share of any Purchaser in common expenses therefor similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/or taxes payable as, or under common expenses such share shall be determined on the basis of such rates and/or taxes as shall be levied their against individually.

RECITAL AND BROAD AGREEMENT

AND WHEREAS:

A. One K.M. Pool sold and transferred for valuable consideration **ALL THAT** piece or parcel of Bastu Land admeasuring 6(Six) Cottahs and 37(Thirty Seven) Square Feet lying and situate at Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China Mandir, P.O. Bangur Avenue, P.S. Lake Town, Ward No. 20, Mouza-Satgachi, J.L. No. 20, C.S. Khatian No- 56 ,C.S. Dag No. 467 and 465, R.S. Dag No. 1908, 1909 and 1910, L.R. Dag Nos. 1631, 1632 and 1633 R.S. Khatian No.-1608 and 1201, L.R. Khatian Nos.-7470, Kolkata-700 055 (hereinafter referred to as the "said property") to one Radha Rani Das on execution of a Deed of Conveyance dated 13.06.1928 duly registered before the Dum

Dum Sub Registrar recorded as Deed No. 824 of 1928 in Book No. 1 Volume No. 10 from pages 216 to 218.

- B.** The said Radha Rani Das on 13.02.1931 sold and transferred for valuable consideration the said property to Neelkantha Naskar on execution of a Deed of Conveyance duly registered before the Cossipore Dum Dum Sub Registrar recorded as Deed No. 1179 of 1931 in Bool No. 1, Volume No. 24 from pages 99 to 102.
- C.** The said Neelkantha Naskar on 4th of March 1974 sold and transferred for valuable consideration the said property to one Parul Bala Roy on execution of a Deed of Conveyance duly registered before the Cossipore Dum Dum Sub Registrar recorded as Deed No. 1735 of 1974 in Book No. 1, Volume No. 30 from pages 263 to 268.
- D.** The said Parul Bala Roy on 11th of July 2001 out of natural love and affection gifted the said property to Gopinath Roy, the owner/vendor herein on execution of a Deed of Gift duly registered before the Additional District Sub Registrar at Bidhannagar(Salt Lake City) being Deed No. 500 of 2001.
- E.** Pursuant to execution and registration of the said deed the said Owner/Vendor was put in actual physical possession of the said property and the said owner/vendor accordingly mutated his name in the records of the South Dum Dum Municipality and have been duly discharging his liability of paying the property taxes accruing therefrom and thus is in absolute possession of the said property.
- F.** Thus the said Sri Gopinath Roy, the Owner/Vendor herein is absolutely seized and possessed of the piece or parcel of Bastu Land lying and situate at Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China Mandir, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055, Ward No. 20, within the jurisdiction of South Dum Dum Municipality, comprised in C.S. Khatian No. 56, C.S. Dag No. 467 and 465, R.S. Dag No. 1908, 1909 and 1910, L.R. Dag Nos. 1631, 1632 and 1633 R.S. Khatian No.1608 and 1201, L.R. Khatian Nos.7470, J.L. No. 20, R.S. No. 154, Touzi No. 160, of Mouza-Satgachi in the district of North 24-Parganas,

(more specifically described in First Schedule hereunder) free from all encumbrances and liabilities whatsoever.

G. The Owner /Vendor mutated his name in the records of the South Dum Dum Municipality in respect of the said property and was thus in absolute possession thereof.

H. The said land Owner/Vendor is now desirous of developing the said premises by constructing thereupon a multi-storied building in accordance with the sanctioned building plan to be approved by the South Dum Dum Municipality, however, due to financial stringency and/or paucity of funds the Owner/Vendor is unable to start the construction for developing the said premises/property and had been in search of a Developer, who can undertake the responsibility of construction of such building of the said premises of his own arrangement and expenses.

I. During the talks of SOLICITOR's negotiation to develop the property, the vendor being eat, and assisted financially mutated as a force said his name in the records of the South, the municipality pursuant to which the developer proceeded to further aid and assist the vendor to apply and obtain sanction building plan to be duly sanctioned by the South Dum Dum Municipality vide sanctioned Plan no 1188/XVI of 2023 dated 27.07.2023.

J. The Owner/Vendor thereafter has entered into a joint venture Development Agreement dated 8th day of September, 2023 duly registered at Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2023, Pages from 775061 to 775104, Being No. 190413011 for the year 2023 and have further executed a Registered Development Power of Attorney in favour of KRISVAM DEVELOPERS LLP having its registered office at 1, Swami Vivekananda Road, Jessore Road, Dum Dum, Kolkata - 700 074, represented by its partners namely (1) SRI VIVEK AGARWAL son of Ram Agarwal, residing at 12 No. 1st Floor, Nazrul Park, Rajarhat Gopalpur Municipality, Ashwini Nagar, P.O. Ashwini Nagar, Police Station Baguihati, Kolkata - 700159, District - North 24-Parganas, West Bengal and (2) SRI KETAN PATEL, son of Ramesh Patel, residing at Uma Apartment, 6th Floor, Flat No. 6C 67A/1, Khudiram Bose Sarani, Belgachia, P.O.

Belgachia, Police Station Ultadanga, Kolkata- 700037, West Bengal, duly registered on 8th day of September, 2023 duly registered at Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2023, Pages from 750970 to 750992, Being No. 190413020 for the year 2023.

- K.** The respective allocation of the Owner/Vendor and the Seller/Developer is more clearly stated in the said Development Agreement and the Seller/Developer executes this Deed of Conveyance to sell, transfer and alienate the allocation of the Seller/Developer for commercial benefit in terms of the said registered Development agreement.
- L.** The sanctioned building plan comprised of self-contained flats, shops, garage car parking space and other commercial spaces in the said building.
- M.** The Developer decided to sell the flats or apartments in the said building on ownership basis.
- N.** The Developer also decided to sell Shops, Car parking spaces and other commercial or godown spaces on the Ground Floor of the said building.
- O.** The Purchaser has taken inspection of the layout plan and has made himself acquainted with the marketable title of the Developer and the Purchaser has approached the Developer for purchasing a flat to be constructed in the said building.
- P.** By an Agreement for Sale dated _____ whereby Owner/Vendor represented by his Constituted Attorney Krisvam Developers LLP and the Developer herein agreed to sell and the Purchaser agreed to purchase being ALL THAT One 3 BHK Flat being **Flat No.** measuring 775 Sq ft carpet area and **1033 Square feet** super built up area more or less on the _____ Portion of the Floor of the building of the said Residential Area (be the same a little more or less) TOGETHER WITH 1(One) Covered/open car parking space being No. ___ measuring 120 super built up area more or less in the Ground Floor of the building commonly known as **“KRISVAM ELITE”** lying and situate at Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China Mandir, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055, Ward No. 20, within the jurisdiction

of South Dum Dum Municipality, in the district of North 24-Parganas TOGETHER WITH undivided proportionate share in the said lands and the said building thereon, morefully and particularly described in the SECOND SCHEDULE hereunder written, TOGETHER WITH Specification of the building and flat morefully and particularly described in the FOURTH SCHEDULE hereunder written, TOGETHER WITH common right over the passage, stair case, main entrance, drain line, pumps, motors, and pump room and roof of the said building in common with the Vendor, Developer and the other Purchaser and/or Purchasers, morefully and particularly described in the Part – I and Part – II of the FIFTH SCHEDULE hereunder written, TOGETHER WITH the easements and quasi-easements, morefully and particularly described in the SIXTH SCHEDULE hereunder written, TOGETHER WITH obligation to pay for expenses for maintenance and repair of the main structure of the said building, morefully and particularly described in the SEVENTH SCHEDULE hereunder written, at or for a total consideration of Rs. _____/- (Rupees _____) free from all encumbrances and liabilities.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. _____/- (**Rupees** _____) of lawful money of Union of India well and truly paid by the Purchaser to the Developer at or before the execution of these presents (the receipt whereof the Developer doth hereby admits and acknowledges and of and from the same and every part thereof and the Developer doth hereby acquit release and forever discharge the Purchaser and the undivided and impartible proportionate share interest and ownership in the land in the said property on which the said building is erected and constructed and also of all common areas and spaces and all easement and other rights in respect thereof as well as the said flat hereby granted conveyed and sold) the Developer doth hereby absolutely and indefeasibly grant convey sell transfer assign and assure unto the Purchaser **ALL THAT One Flat No.** measuring 775 Sq ft carpet area and **1033 Square feet** super built up area more or less on the _____ Portion of the

Floor of the building of the said Residential Area (be the same a little more or less) TOGETHER WITH 1(One) Covered/open car parking space being No. ___ measuring 120 super built up area more or less in the Ground Floor of the building commonly known as **“KRISVAM ELITE”** in the said property more fully and particularly described in the THIRD SCHEDULE hereunder written, lying and situate at Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China Mandir, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055, Ward No. 20, within the jurisdiction of South Dum Dum Municipality, in the district of North 24-Parganas (and all the above hereinafter for the sake of brevity referred to as `the said flat and car parking space') TOGETHER WITH undivided proportionate share in the said land and the said building thereon, morefully and particularly described in the SECOND SHCHEDULE hereunder written, OR HOWSOEVER otherwise, the same is known, butted, bounded, described distinguished TOGETHER WITH the proportionate right to water course, lights, liberties, privileges, easements, appendages and appurtenances, whatsoever to the said `FLAT/UNIT' or any part thereof belonging or in any way appertaining to or remaining with the same, or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto, and the reversion and reversions remainder and remainders, rents, issues and profits thereof, and every part thereof, together and further more with all the estate, right, title, inheritance, use, trust, property, claim, and demand whatsoever both in law and in equity of the Vendor and the Developer unto and upon the said `UNIT' and every part thereof, morefully and particularly described in the THIRD SCHEDULE hereunder written, AND all deeds, pattas, monuments, writings and evidences of title which in any wise relate to the said `UNIT' or any part or parcel thereof, and which, now are or hereafter shall or may be in the custody, power or possession of the Owner/Vendor and the Developer, their heirs, executors, administrators or representatives or any persons from whom he or they can or may procure the same without action or suit in law, or in equity, TO ENTER INTO, AND HAVE AND HOLD, OWN, POSSESS, AND ENJOY the said `UNIT' and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members and

appurtenance unto and to the use of the Purchaser his heirs, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the Vendor and the Developer herein well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from to these presents AND THE Developer do hereby for himself, his hers, executors, administrators, and representatives, as the case may be, covenant with the Purchaser, their heirs, executors, administrators, representatives and assigns, THAT NOTWITHSTANDING any act deed, or thing whatsoever, by the Developer by and/or their predecessors and ancestors in title, done or executed or knowingly suffered in the contrary he the Vendor/Developer had at all material times heretofore, and now have good right, full power, absolute authority and indefeasible title to GRANT, SELL, CONVEY, TRANSFER, ASSIGN AND ASSURE the said "UNIT" hereby GRANTED, SOLD, CONVEYED AND TRANSFERRED OR EXPRESSED OR INTENDED so to be, unto and to the use of the Purchaser, his heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT the Purchaser, his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said "UNIT" and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Owner/Vendor and the Developer or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors in title AND THAT FREE AND CLEAR FREELY AND CLEARLY AND ABSOLUTELY discharged, saved, harmless, and kept indemnified against all estates and encumbrances cleared by the Vendor or any person or persons having lawfully or equitably claiming any estate or interest in the said proportionate share in the lands respecting the said "UNIT" or the unit as a whole or any part thereof from under or in trust for the Owner/Vendor and the Developer shall and will from time to time and at all times hereafter at the request of the purchaser do and cause to be done or executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said "LAND" and the said

'UNIT' and every part thereof as also the said rights, and privileges unto and to the use of the Purchaser in manner as aforesaid, as shall or may be reasonably required AND THAT the Purchaser will have right to get the benefits of the covenants regarding production of the documents and writings relating to the title of the property described in the SECOND SCHEDULE hereunder written, supply of copies thereof as mentioned hereinabove AND the Owner/Vendor and the Developer are absolved of all responsibilities regarding the property hereby sold AND THAT the Purchaser shall be entitled to all rights all easements, quasi-easements right and privileges pertaining to the said "UNIT", as detailed in the SIXTH SCHEDULE hereunder written, TOGETHERWITH all rights of use and enjoyment of the common areas and the common utilities and services in the premises as mentioned in the FIFTH SCHEDULE hereto in common with all the co-owners of the property, the building as aforesaid, TOGETHER WITH obligation to pay proportionately all common expenses mentioned in the SEVENTH SCHEDULE hereunder written, AND FURTHER MORE the Vendor and the Developer and their executor, administrators, shall at all-time hereinafter indemnify and keep indemnified the Purchaser, his heirs, executors, administrators, and assigns losses, damages, costs, charges and expenses, if any, as may be suffered by reason of any defect in the title of the Owner/Vendor or any breach of the covenants hereinunder contained.

AND THE PURCHASER/S DOTH HEREBY COVENANT AND AGREE WITH THE DEVELOPER as follows :-

(1) The Purchaser shall associate himself in the formation of an Association or Society jointly with other Flat Owners and the Vendor and the Developer in respect of the said multi-storeyed building and thought necessary for due up-keep and maintenance of the external of the said multi-storeyed building including rain water pipes, drains pipes, soil pipes, water pipes, electrical wirings, cleaning and lighting of common passages, staircase with landings and shall pay to the Developer at the First Instance and to the Association when an Association formed proportionate cost and expenses for the same as may be decided by the such Association or Society.

(2) The Purchaser shall at his own costs maintain and repair the inside of the said flat and car parking space in all respect without being required to take any permission of the Vendor and/or Developer and also without any interruption, interference or hindrance from or by the Developer or any person or persons claiming from under or in trust for the Developer.

(3) On payment of entire sale consideration in respect of the said Flat and car parking space as stated in Third Schedule hereunder written, the vacant possession of the said Flat and car parking space shall be delivered to the Purchaser along with letter of possession.

(4) From the date of delivery of possession of the said flat and car parking space, the Purchaser shall pay proportionate costs and expenses for up-keep maintenance and repairs and for rendering services jointly with the Owners of other flats in the said building, such proportionate costs and expenses to be settled by the Vendor, Developer and/or such Association or Society.

(5) The Purchaser shall pay proportionately the Municipal Rates and taxes as applicable Government Rate and other Taxes levies outgoings and impositions from the date of delivery of possession or making over of full consideration, whichever is earlier in respect of the said Flat and car parking space.

(6) The Purchaser shall not use the same in such manner as may cause any nuisance to the Owners and/or Occupiers of other Flats in the said building nor shall use the same for any illegal or immoral purposes and/or for any purpose against Public Policy.

(7) In the event of Purchaser transferring the said flat hereby covenant by way of Sale or permanent lease or any other used shall be guided by and subject to all such covenants stipulations and restrictions contained in this Deed of conveyance.

(8) If the Purchaser fails to comply with any of the provisions herein contained he will be liable for action, damages and for other reliefs at the instance of the co-owners and/or the Association of the Owners when formed.

(9) The Purchaser admits that his share and interest and rights to or in the common areas and facilities shall be proportionate to the floor area of the flats or the share in the liabilities and obligations for

preservation and maintenance for the same shall also be in proportion to the floor area of this flat.

(10) The Purchaser shall not : -

(a) make in the said flat any structural additions, alterations of improvement of the permanent nature so as to endanger the stability support and protection of the said building;

(b) use the said Flat and car parking space and every part thereof in such manner which may cause nuisance or annoyance to the Occupiers of other portions of the said building or to the owners or occupiers of adjoining properties or for any illegal or immoral purpose;

(c) throw or accumulate dirt, rubbish, rags or other refuse or permit the same to be thrown or accumulated in the said flat or other common areas or spaces in the said property;

(d) store or bring in or permit to be stored or brought in the said flat and car parking space any good or hazardous, inflammable or combustible nature or which are heavy enough so as to effect or endanger the construction or the structure of the said building or any fittings or fixtures therein any manner whatsoever;

(e) hang from or attach to the Ceiling Beams and Rafters any articles or machinery which are heavy or likely to affect endanger or damage the structure or construction of the said building;

(f) at any time demolish or cause to be demolished the said flat or any part thereof;

(11) The Purchaser shall be entitled to let out, lease, sell, mortgage, gift, transfer or in any way deal with or dispose of the said flat and car parking space in the said building together with undivided and impartible proportionate share interest and ownership of the land in the said property.

(12) All letters receipts and/or Notices issued by the Developer and despatched to the Purchaser under Registered Post with A/D at the last known address of the Purchaser shall be sufficient proof of delivery of letters receipts and/or Notices from the Developer to the Purchaser. Similarly all letters and/or Notices issued by the Purchaser and despatched to the Developer under Registered Post with A/D at the last

known address of the Developer shall be sufficient proof of delivery of letters and/or Notices from the Purchaser to the Developer.

FIRST SCHEDULE ABOVE REFERRED TO :
(THE SAID PREMISES/ENTIRE PREMISES)

ALL THAT piece and parcel of Bastu land measuring about 6(Six) Cottahs and 37(Thirty Seven) Square Feet more or less lying and situate at Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China Mandir, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055, Ward No. 20, within the jurisdiction of South Dum Dum Municipality, comprised in C.S. Khatian No. 56, C.S. Dag No. 467 and 465, R.S. Dag No. 1908, 1909 and 1910, L.R. Dag Nos. 1631, 1632 and 1633 R.S. Khatian No.1608 and 1201, L.R. Khatian Nos.7470, J.L. No. 20, R.S. No. 154, Touzi No. 160, of Mouza-Satgachi, Additional District Sub-Registrar Bidhannagar(Salt Lake City), in the district of North 24-Parganas, which is butted and bounded as follows :

ON THE NORTH : Common Passage

ON THE EAST : Multi Storied Apartment

ON THE SOUTH : Naskar Bagan Road then China Temple

ON THE WEST : Factory of Madan Mohan Roy

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE LAND & MULTI STORIED BUILDING)

ALL THAT piece and parcel of land measuring about 6(Six) Cottahs and 37(Thirty Seven) Square Feet more or less together with a multi-storied building commonly known as “KRISVAM ELITE” standing thereon lying and situate at Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China Mandir, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055, Ward No. 20, within the jurisdiction of South Dum Dum Municipality, comprised in C.S. Khatian No. 56, C.S. Dag No. 467 and

465, R.S. Dag No. 1908, 1909 and 1910, L.R. Dag Nos. 1631, 1632 and 1633 R.S. Khatian No.1608 and 1201, L.R. Khatian Nos.7470, J.L. No. 20, R.S. No. 154, Touzi No. 160, of Mouza-Satgachi, Additional District Sub-Registrar Bidhannagar(Salt Lake City), in the district of North 24-Parganas, which is butted and bounded as follows :

ON THE NORTH : Common Passage

ON THE EAST : Multi Storied Apartment

ON THE SOUTH : Naskar Bagan Road then China Temple

ON THE WEST : Factory of Madan Mohan Roy

THE THIRD SCHEDULE ABOVE REFERRED TO
(FLAT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Residential **Flat No.** measuring 775 Sq ft carpet area and **1033 Square feet** super built up area more or less consisting of _____ Bed Rooms, One Kitchen One Dining-cum-Drawing Room, _____ Toilet/s and _____ Balcony, _____ on the _____ Portion of the Floor of the building of the said Residential Area (be the same a little more or less) **TOGETHER WITH** 1(One) Covered/open car parking space being No. ___ measuring 120 super built up area more or less in the **Ground Floor**, _____ **Flooring** of the building commonly known as **“KRISVAM ELITE”** lying and situated at Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China Mandir, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055, within the jurisdiction of South Dum Dum Municipality in the district of North 24-Parganas **AND TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Building appurtenant thereto **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in

the said Residential Area and the said Flat is delineated in the Map or Plan is annexed hereto and thereon Border "RED".

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

1. The name of the building has been decided "**KRISVAM ELITE**".
2. Flooring : All flooring will be tiles flooring..
3. Doors : All door frame will be of good quality hard wood and 1.5 inch thick.
4. Kitchen : Kitchen will be of floor tiles, Kitchen platform topped with granite slab. Dado upto 2 feet above platform with ceramic glazed tiles.
5. Structure : a) R.C.C. pile foundation.
b) R.C.C./Brick framed structure with 8" inch think external wall and 3/5 inch think partition walls.
6. Toilet : All toilet will be tilesfloored with dado finished with glazed ceramic tiles upto 7 feet height.
7. Windows : All windows will be Aluminum with glazed panel and with standard grill.
8. Internal finish : Plaster of paris.
9. Electrical : All Electrical wiring shall be concealed with copper wire with suitable located light, fan, plug, telephone etc. point, ISI make.
10. External finish : Water proof cement colour
11. Staircase & Landing : Staircase and landing will be of tiles or kota stone to be decided by the Developer, the purchaser shall have no right whatsoever to object.

12. Lift : lift shall be installed for common user. Lifts power shall be taken from common service meter.
13. Open space : Open Space will be covered with chaker tiles/cast in situ mosaic / neat cement finish.
14. Extra at : Cost of extra fitting or any change in scheduled arrangements will have Additional Cost to be borne by the Purchaser.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)

PART-I

A. COMMON PARTS and PORTIONS

1. Ultimate/Top roof above the top floor of the Apartment
2. Open and/or covered paths and passages of the Apartment
3. Staircases of the Apartment, Stair Head Room, Lift Machine Room and Lift well of the Apartment
4. All walls (save inside wall of any flat) and main gates of the Apartment.

5. Water reservoirs of the Apartment and water tanks of the Apartment
6. Water pipes (save those inside any flat)
7. Installations for fire fighting, if any, of the Apartment
8. Wiring and accessories for lighting of Apartment Common Portions
9. Electrical Installations relating to meter for receiving electricity from Electricity Supply Agency Pump and motor of the Apartment
10. Lift and lift machinery of the Apartment
11. Drains, sewers and pipes of the Apartment.

PART-II

B. COMMON PARTS and PORTIONS in the APARTMENT

1. Open and/or covered paths and passages inside the Apartment and outside in the Apartment which comprise of Boundary walls and main gates of the Apartment
2. Water pipes (save those inside any Apartment)
3. Deep tube well, if any
5. Wiring and accessories for lighting of Common Portions of the Apartment
6. Pumps and motors reserved for use for Common Portions of the Apartment
7. Light arrangements at the main gates and passages of the Apartment
8. Installation relating to sub-station and common transformer for the Apartment
9. Drains, sewers, septic tanks and pipes of the Apartment
10. Ample car parking, and standby generator for common services

THE SIXTH SCHEDULE ABOVE REFERRED TO
EASEMENTS, QUASI-EASEMENTS, PRIVILEGES, THE PURCHASER
OR PURCHASERS ARE ENTITLED TO:

1. The Purchaser/Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appertaining to the '**FLAT**' or therewith usually held, occupied, enjoyed, reputed or known, being part & parcel or member thereof, or appertaining thereto, which are hereinafter morefully specified, excepting and reserving unto the purchaser of other units their right, if any, of easements, quasi-easements, privileges and appurtenances, respecting the same, morefully and particularly set forth hereinafter in details.
2. The right of access of the Purchaser/s in common to the building with the other Purchases of other units, and/or other lawful occupiers of the building, subject to limitation, if any, to their such rights, at all times, and for all normal use and purpose connected with the use and enjoyment of the said '**FLAT**'.

3. The right of the Purchaser/s to use at all times and for all purposes the common passage, lobby, stair case, and landings within the said building, entrance to the said **"FLAT"** from the main entrance and exit therefrom in common with the other Purchasers/lawful occupiers of other units, subject to limitation, if any to his such rights in the building, **PROVIDED ALWAYS**, and it is hereby declared that the Purchaser herein, other Purchasers/lawful occupiers of other units or their servants, agents and invitees shall not be entitled to obstruct, or deposit any materials, or rubbish in, or otherwise encumber the free passage of other person or persons, including that of the Purchaser/s, the said passage, lobby, stair case, landings and other spaces being meant to be used in common as aforesaid.

4. The right of protection of the said **'FLAT'** by or from all parts of the building so far he now protect the same.

5. The rights of passage in common as aforesaid for electricity, water and soil from and to the said **'FLAT'** through pipes, drains, wires and conduits lying or being in, under, or over the said building as may be reasonably necessary for the Purchasers for all purposes whatsoever.

6. The ultimate roof or terrace including structure in the said building will jointly be undivided property among the other Purchaser/s of different units, inclusive of the purchaser of the flat hereunder sold, subject to limitation, if any, to his/her/their such rights, the Purchasers herein or Purchasers of different unit being entitled to use and enjoy the roof and/or terrace without causing inconvenience to one another.

7. The right of the purchaser/s herein to use in common with the other Purchasers/lawful occupiers of different units, to use common part or parts of the building, including the stair case, open and covered

spaces, passages for electrical installations, and other common passages for other purposes subject to limitation thereof, if any.

8. The right of passage of the Purchaser herein in common with the Purchasers/lawful occupiers of different units, subject to limitation thereof, if any, touching electricity, water, and soil from and to any part other than the said **'FLAT'**, or parts of the said building through pipes, drains, wires, conduits lying or being in, under, through or over the said **'FLAT'**, as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.

9. The right of protection of other portion or portions of the building by all parts of the said **'FLAT'**, so far as now protect the same without causing any structural alteration thereof.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)
(TO BE BORNE BY THE PURCHASER)**

1. Establishment and all other capital and operational expenses.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges for the electricity consumed for the operation of the common machinery and equipment.
4. All expenses for insuring the multi storied building if any insurance is made inter alia against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
5. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-

constructing, lighting and renovating the Common Portions of the multi storied building including the exterior or interior (but not inside any flat) walls of the multi storied building.

- 6.** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions of the multi storied building, including lifts, if any changeover switches, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights thereof.
- 7.** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the multi storied building save those separately assessed on the Purchasers.
- 8.** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

Dated this _____th day of _____ 2024

Between

SRI GOPINATH ROY
..... OWNER/VENDOR

And

KRISVAM DEVELOPERS LLP
.....DEVELOPER

.....PURCHASER

FLAT & CAR PARKING SPACE

Flat - _____, _____ Floor
&
One Car Parking Space
"KRISVAM ELITE"

At

**Holding No. 919/1, Jessore, Road, Naskar Bagan, Opposite China
Mandir, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055,**

Drafted and prepared

By

SOURITRA GANGULY

Advocate

**P 219, LAKE TOWN; BLOCK A
KOLKATA 700 089**

&

**8/2 KIRAN SHANKAR ROY ROAD
ROOM NO. 23, FIRST FLOOR
KOLKATA 700001**

9831700362

souritrag@gmail.com

