

DEED OF CONVEYANCE

1. **Date** - This indenture is made on this ___th day of _____, 2023.
2. **Nature of Document** - Deed of Conveyance.

3. Parties -Between.

- 3.1. **OWNER : M/S.MODCON REALTY PVT. LTD. (PAN: AAICM3320L)**, a Private Limited Company, incorporated under the provisions of the Companies Act, 1956 and a company within the meaning of the Companies Act, 2013, having its registered office at Flat No.12, at 12/B, Suren Tagore Road, Post Office Gariahat, P.S. Gariahat, Kolkata-700019, hereinafter referred to as "**VENDOR/OWNER**" (Which expression unless be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** being represented by their lawful constituted Attorney namely **M/S. UST CONSTRUCTIONS** a partnership firm having its registered office at 67/1, S.N Roy Road, P.S Behala, P.O Sahapur, Kolkata 700038 represented by its Managing Partner and Authorized Signatory **SHRI SOURAV ROY** son of Shri Subrata Roy, by faith Hindu, by nationality Indian, by occupation Business, resident of 67/1, S.N Roy Road, P.S Behala, P.O Sahapur, Kolkata 700038, duly appointed through a Development Power of Attorney dated ____ registered in the Office of District Sub-Registrar II at Alipore, which was duly recorded in Book No. I, Volume No.1602-2020, Pages from 227599 to 227686, Being No. **1602-05852**, for the year 2020; of the **FIRST PART**.
- 3.2. **DEVELOPER : M/S. UST CONSTRUCTIONS** [PAN No. AAEFU0695H] a partnership firm incorporated under the Partnership Act, 1932 and having its registered office at 67/1, S.N Roy Road, P.S Behala, P.O Sahapur, Kolkata 700038, represented by its Managing Partner and Authorized Signatory **SHRI SOURAV ROY** [PAN No. ALHPR0226K] [Aadhar No. 428464006708] son of Shri Subrata Roy, by faith Hindu, by nationality Indian, by occupation Business, resident of 67/1, S.N Roy Road, P.S Behala, P.O Sahapur, Kolkata 700038 hereinafter called and referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, heirs, representatives and assignees) of the **SECOND PART**.
- 3.3. **Purchaser:** _____I (PAN: _____) (Aadhaar No. _____) son of _____ by Occupation – _____, residing at _____, West Bengal : _____, hereinafter called and referred to as the **PURCHASER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, heirs, representatives and assignees) of the **THIRD PART**.

4. **Subject Matter** : Sale on ownership basis of the Unit, with appurtenant right, as per The West Bengal Apartment Ownership Act, 1972, detailed and described in Schedule "B" hereto, lying and situated at Schedule "A" Premises, subject to the terms and covenants mentioned herein.
5. **Definitions** : Unless, in these presents, there be something contrary or repugnant to the subject or context;
 - 5.1. **Premises** shall mean ALL THAT piece and parcel of Bastu Land measuring about 22 Cottahs 04 Chittaks 22½ Sq. ft., be the same a little more or less, along with a proposed Multi Storied Building named as "THE TOLLYVIEW" standing thereon, which is lying and situate under Mouza - Punja Sahapur, Pargana Magura, J.L. No. 9, R.S, No.180, Touzi No.93, R.S. Dag Nos. 573/2544, under R.S. Khatian No.958 and R.S. Dag No. 570/2546 under R.S Khatian No.70 and R.S. Dag No. 573 under Khatian No. 1070, which is known and numbered as Premises No. 6, Ram Saran Poddar Lane, Post: Sahapur, Police Station: Behala, Under K.M.C. Ward No. 117, Kolkata - 700038, Under Municipal Assesses No. 41-117-09-0006-0, in the District South 24-Parganas, West Bengal, India, which is morefully and particularly mentioned and described in the SCHEDULE "A" hereunder written.
 - 5.2. **Land** shall mean the land comprised in the said premises.
 - 5.3. **Building** shall mean multi storied building brick built construction with super structure consisting of several flats and include other spaces intended for the use and enjoyment in common amongst the apartment owners at the said newly proposed building as per Municipal Rules and guidelines.
 - 5.4. **Plan** shall mean the sanctioned plan duly approved and sanctioned by the Kolkata Municipal Corporation being Building plan vide no. 2022130286 dated 27.03.2023, for construction of multi-storied building with such alteration and modification made with approval of the authority concerned.
 - 5.5. **Title Deed** shall mean all the documents referred to hereinafter in the recital in respect of Schedule-A premises.

- 5.6. **Unit** shall mean the Flat as fully mentioned in the Schedule-B written hereunder
- 5.7. **Undivided Share** shall mean the undivided proportionate share or interest in land and common areas and facilities provided or to be provided in the said building.
- 5.8. **Sale Consideration** means a total price payable for sale of the said Unit calculated on Super built up area but does not include Maintenance Charges; property taxes; stamp duty, registration and any other charges payable on account thereof.
- 5.9. **Common Facilities and Amenities** shall mean such common areas and facilities within the said Building earmarked for common use of all the flat owners limited to and precisely listed in Schedule-C
- 5.10. **Common Expenses** shall mean and include all expenses for maintenance, management, upkeep, and administration of the common areas, facilities and amenities and all other expenses for common purposes to be contributed, borne, paid and shared by the co-transferees / co-owners of the new building or any part thereof limited to and precisely listed in Schedule-D.
- 5.11. **Ownership** shall mean the right title and interest in the said Flat to be vested or transferred to the Purchaser's name with lawful and absolute right of transfer or deal with the said Flat in any way and /or manner.
- 5.12. **Easements** shall mean the rights, easements, quasi easements, privileges and/or appurtenances, hereafter collectively called the 'Easements' including those mentioned in the Schedule-E hereto which the apartment owners shall allow each other for common use and enjoyment of the Premises and the Building
- 5.13. **Carpet area** shall in relation to the said flat mean and include the plinth area of the said flat within the physical possession and enjoyment of the buyer and shall include the area of the bedrooms, internal toilets, balconies, etc.

- 5.14. **Super Built-up Area** shall include the built-up area of the flat and proportionate share of stair head room, service unit of ground floor, water pump, pump rooms, septic tank, lofts and other infrastructure area.
- 5.15. Words importing **Masculine Gender** shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; "Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender.
- 5.16. Words importing **Singular Number** shall according to the context mean and construe the plural number and vice versa.
6. **Recital - Whereas**
- 6.1. One Sri Baijnath Prosad Chowdhury son of Late Nathuni Chowdhury, was the actual Owner & Occupier of ALL THAT piece and parcel of Bastu Land measuring about 4.25 Cottahs be the same a little more or less, TOGETHER WITH a Tile Shed Structure standing thereon alongwith all easement and using rights over the said property and over the adjacent passage, lying and situated at Mouza- Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573/2544, under R.S. Khatian No. 958, previously within the limits of South Suburban Municipality and which have since been known as Holding No. 12, B. L. Saha Road or 12/12, B. L. Saha Road or 15, B. L. Saha Road, at present within the limits of the Kolkata Municipal Corporation known as Premises No. 2/2, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, Under K.M.C. Ward No.117, having its Municipal Assessee No. 41-117-01-0012-1, in the District: South 24-Parganas and he was exercising all his absolute right, title and interest over the same without any obstruction and/or objection from any one in any manner whatsoever.
- 6.2. By a Deed of Sale dated 14.04.1987 registered in the office of the District Sub-Registrar at Alipore and duly recorded in Book No. I, Volume No. 3, Pages from 307 to 318, being Deed No.5537, for the year 1987 whereby the aforesaid owner namely Sri Baijnath Prosad Chowdhury son of Late Nathuni Chowdhury, referred to as the

Vendor therein sold, transferred and conveyed his aforesaid land measuring about 4.25 Cottahs be the same a little more or less, TOGETHER WITH a Tile Shed Structure standing thereon alongwith all easement and using rights over the said property and over the adjacent passage, lying and situated at Mouza- Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573/2544, under R.S. Khatian No. 958, previously within the limits of South Suburban Municipality and which have since been known as Holding No. 12, B. L. Saha Road or 12/12, B. L. Saha Road or 15, B. L. Saha Road, at present within the limits of the Kolkata Municipal Corporation known as Premises No. 2/2, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, Under K.M.C. Ward No.117, having its Municipal Assessee No. 41-117-01-0012-1, in the District: South 24-Parganas, unto and in favour of M/S. LINE ACCESSORIES PVT. LTD., a company with limited liability incorporated under the Companies Act, 1956, having its registered office at 2/1, Ram Saran Podder Lane, Kolkata-700053, referred to as the Purchaser therein, at or for the valuable consideration mentioned therein.

- 6.3. After purchase in aforesaid manner said M/S. LINE ACCESSORIES PVT. LTD., got its name mutated in the records of the Kolkata Municipal Corporation in respect of the said land being Municipal Assessee No. 41-117-01-0012-1, became the absolute owner of the same by paying all rent, taxes, revenues, and other applicable charges to the authority concerned, thereafter said M/S. LINE ACCESSORIES PVT. LTD., entered into an agreement for sale of the said land with M/S. MODERN FINANCIAL SERVICES LTD., having its registered office at 53B, Mirza Ghalib Street, Kolkata-700016, but the said agreement could not materialized.
- 6.4. Thereafter by a Deed of Sale dated 31.10.2013 registered at the office of the D.S.R.-II, Alipore duly recorded in Book No. I, Volume No. 21, Pages from 10084 To 10101, Being Deed No.12045, for the year 2013, whereby the aforesaid owner namely M/S. LINE ACCESSORIES PVT. LTD., referred to as the Vendor therein sold, transferred and conveyed a demarcated part and portion of the said land measuring about 2 Cottahs out of total land measuring about 4.25 Cottahs be the same a little more or less, together with Tile shed structure standing thereon alongwith all easement and using rights over the said property and over the adjacent passage, lying and situated at Mouza- Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93,

comprised in R.S. Dag No. 573/2544, under R.S. Khatian No. 958, previously within the limits of South Suburban Municipality and which have since been known as Holding No. 12, B. L. Saha Road or 12/12, B. L. Saha Road or 15, B. L. Saha Road, at present within the limits of the Kolkata Municipal Corporation known as Premises No. 2/2, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, Under K.M.C. Ward No.117, having its Municipal Assessee No. 41-117-01-0012-1, in the District: South 24-Parganas, unto and in favour of M/S. MODCON REALTY PVT. LTD., having its registered office at Flat No.12, 12/B, Suren Tagore Road, Post & Police Station: Gariahat, Kolkata-700019, therein referred to as the Purchaser, for the valuable consideration mentioned therein.

- 6.5. After the aforesaid sale from the said owner namely M/S. LINE ACCESSORIES PVT. LTD., remaining land and/or rest land under the said land measuring about 2.25 cottahs together with R.T. Shed structure standing thereon at being premises No. 2/2, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, under K.M.C. Ward No.117, having its Municipal Assessee No. 41-117-01-0012-1, in the District: South 24-Parganas.

- 6.6. By another Deed of Sale dated 14.11.2013 registered at the office of the D.S.R.-II, Alipore, duly recorded in Book No. I, C.D. Volume No.21, Pages from 8565 to 8582, Being Deed No.11960, for the Year 2013, whereby the aforesaid owner namely M/S. LINE ACCESSORIES PVT. LTD., referred to as the Vendor therein sold, transferred and conveyed the remaining part and portion of the said land measuring about 2.25 cottahs together with R.T. Shed structures alongwith all easement and using rights over the said property and over the adjacent passage, lying and situated at Mouza - Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573/2544, under R.S. Khatian No. 958, previously within the limits of South Suburban Municipality and which have since been known as Holding No. 12, B. L. Saha Road or 12/12, B. L. Saha Road or 15, B. L. Saha Road, at present within the limits of the Kolkata Municipal Corporation known as Premises No. 2/2, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, Under K.M.C. Ward No.117, having its Municipal Assessee No. 41-117-01-0012-1, in the District: South 24-Parganas, unto and in favour of M/S. MODCON REALTY PVT. LTD., having its registered office at Flat No.12, 12/B, Suren Tagore Road, Post & Police Station:

Gariahat, Kolkata-700019, referred to as the Purchaser therein, for the valuable consideration mentioned therein.

- 6.7. By purchasing of the aforesaid land said M/S. MODCON REALTY PVT. LTD., become the owner of the said land i.e. ALL THAT piece and parcel of land measuring about 4.25 cottahs together with R.T. Shed structures thereat alongwith all easement and using rights over the said property and over the adjacent passage lying and situated at Mouza - Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573/2544, under R.S. Khatian No. 958, previously within the limits of South Suburban Municipality and which have since been known as Holding No. 12, B.L. Saha Road or 12/12, B. L. Saha Road or 15, B.L. Saha Road, at present within the limits of the Kolkata Municipal Corporation known as Premises No. 2/2, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, Under K.M.C. Ward No.117, and have mutated its name in the records of K.M.C. in respect of the aforesaid land Being Assessee No.41-117-01-0012-1, and become the absolute owner of the same by paying all taxes, revenues, and other applicable surcharges to the authority concerned.
- 6.8. One Murli Kumar alias Murli Kumhar son of Late Punarmasi Kumhar, was the actual Owner and occupier of ALL THAT piece and parcel of land measuring about 3 Cottahs $\frac{1}{2}$ Chittaks be a little more or less together with R.T. Shed structures thereat alongwith all easement and using rights over the said property and over the adjacent passage lying and situated at Mouza - Punja Sahapur, Pargana - Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 570/2546, under R.S. Khatian No. 70, previously within the limits of South Suburban Municipality and which have since been known as Holding No. 8/8, Ram Saran Poddar Lane, at present Premises No.8, Ram Saran Poddar Lane, at present within the limits of the Kolkata Municipal Corporation, Police Station: Behala, Kolkata-700038, being Municipal Assessee No.41-117-09-0008-3 under K.M.C. Ward No.117, in the District of South 24-Parganas, and he was exercising all his absolute right, title and interest over the same without any obstruction and/or objection from any one in any manner whatsoever.
- 6.9. By a Deed of Sale dated 26.09.1983, registered at the office of Joint Sub-Register of Alipore at Behala, Book No. I, Volume No.68, Pages from 17 To 22, Being Deed

No.2941, for the Year 1983, whereby the aforesaid owner namely Sri Murli Kumar alias Murli Kumhar, therein referred to as the Vendor of the one part, sold, transferred and conveyed his said property i.e. ALL THAT piece and parcel of land measuring about 3 Cottahs ½ Chittaks be a little more or less together with R.T. Shed structures thereat alongwith all easement and using rights over the said property and over the adjacent passage, lying and situated at Mouza - Punja Sahapur, Pargana - Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 570/2546, under R.S. Khatian No. 70, previously within the limits of South Suburban Municipality and which have since been known as Holding No. 8/8, Ram Saran Poddar Lane, at present premises No. 8, Ram Saran Poddar Lane, at present within the limits of the Kolkata Municipal Corporation, Police Station: Behala, Kolkata-700038, being Assessee No.41-117-09-0008-3 under K.M.C. Ward No.117, in the District of South 24-Parganas, unto and in favour of M/S. HI LINE PRODUCTS PVT. LTD., having its registered office at 53/B, Mirza Galib Street, Kolkata-700016, referred to as the Purchaser therein at or for the valuable consideration mentioned therein.

- 6.10. After the aforesaid purchased of the said property M/S. HI-LINE PRODUCTS PVT. LTD., got its name mutated in the records of K.M.C. in respect of the said property, being K.M.C. Premises No. 8, Ram Saran Poddar Lane, Assessee No.41-117-09-0008-3, Under K.M.C. Ward No.117, and became the absolute Owner thereof by paying all rents, taxes, revenues, and other applicable surcharges to the authority concerned and remained seized and possessed of or otherwise well and sufficiently entitled to the same as its absolute owner.
- 6.11. Thereafter by virtue of a registered Deed of Conveyance dated 14.10.1988, in the office of District Sub-Registrar at Alipore and duly recorded in Book No. I, Volume No. 287, Pages from 289 to 298, Being Deed No.12109, for the year 1988, the said Company M/S. HI LINE PRODUCTS PRIVATE LIMITED, referred to as the Vendor therein sold, conveyed, transferred and assigned the said property being ALL THAT piece and parcel of land measuring about 3 Cottahs ½ Chittaks be a little more or less together with R.T. Shed structures alongwith all easement and using rights over the said property and over the adjacent passagelying and situated at Mouza- Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 570/2546, under R.S. Khatian No. 70, previously within the limits of South

Suburban Municipality and which have since been known as Holding No.8/8, Ram Saran Poddar Lane, at present premises No.8, Ram Saran Poddar Lane, at present within the limits of The Kolkata Municipal Corporation P.S. Behala, Kolkata-700038, being Assessee No.41-117-09-0008-3 under K.M.C. Ward No.117, in the District of South 24-Parganas, unto and in favour of M/S. C & J PROPERTIES PVT. LTD., having its registered office at 53B, Mirza Galib Street, Kolkata-700016, referred to as the Purchaser therein, at or for the valuable consideration mentioned therein, free from all sorts of encumbrances, charges, attachments whatsoever.

- 6.12. After the aforesaid purchased said M/S. C & J PROPERTIES PVT. LTD., became the Owner of the said property got its name mutated in the records of K.M.C. in respect of the said property being K.M.C. Premises No.8, Ram Saran Poddar Lane, Assessee No.41-117-09-0008-3, Under K.M.C. Ward No.117, and became the absolute owner thereof by paying all rent, taxes, revenues, and other applicable charges to the authority, concerned and have seized and possessed of or otherwise well and sufficiently entitled to the same as its absolute Owner. Thereafter said M/S. C & J PROPERTIES PVT. LTD., entered into an agreement for sale of the said land with M/S. MODERN FINANCIAL SERVICES LTD., having its registered office at 53B, Mirza Ghalib Street, Kolkata-700016, but the said agreement could not materialized.
- 6.13. By a Deed of Sale dated 30.10.2013, registered in the office of District Sub-Registrar at Alipore, duly recorded in Book No. I, Volume No.21, Pages from 3875 to 3891, being Deed No.11705, for the year 2013, whereby the aforesaid owner namely M/S. C & J PROPERTIES PVT. LTD., referred to as the Vendor therein sold, transferred, conveyed and assigned, the said property i.e. ALL THAT piece and parcel of land measuring about 3 Cottahs $\frac{1}{2}$ Chittaks be a little more or less together with R.T. Shed structures thereat alongwith all easement and using rights over the said property and over the adjacent passage, including lying and situated at Mouza- Punja Sahapur, Pargana-Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 570/2546, under R.S. Khatian No. 70, previously within the limits of South Suburban Municipality and which have since been known as Holding No.8/8, Ram Saran Poddar Lane, at present premises No.8, Ram Saran Poddar Lane, at present within the limits of The Kolkata Municipal Corporation P.S. Behala, Kolkata-700038, being Assessee No.41-117-09-0008-3, under K.M.C. Ward No.117, in the District of South 24-Parganas, unto

and in favour of M/S. MODCON REALTY PVT. LTD., having its registered office at Flat No.12, 12/B, Suren Tagore Road, Post & Police Station: Gariahat, Kolkata-700019, referred to as the Purchaser therein, for the valuable consideration mentioned therein, free from all sorts of encumbrances, charges, attachments whatsoever.

- 6.14. After the aforesaid purchase said M/S. MODCON REALTY PVT. LTD., became the owner of the said property and got its name mutated in the records of K.M.C. in respect of the said property being K.M.C. Premises No. 8, Ram Saran Poddar Lane, having Assessee No. 41-117-09-0008-3, Under K.M.C. Ward No. 117, and become the absoluteowner thereof i.e. the "Said Property" by paying all rent, taxes, revenues, and other applicable surcharges to the authority concerned and remains seized and possessed of or otherwise well and sufficiently entitled to the same as its absolute owner.
- 6.15. One SMT. SURYA KANTA SAHA wife of Ramnik Lal Saha and another MRS. VEL BAI SAHA wife of Late Punja Bhai Shah were jointly owning and occupying ALL THAT piece and parcel of a Bastu Land measuring about 15 cottahs 2 chittaks which was found to be only 15 cottahs on physical measurement, be the same a little more or less, together with One Tile shed brick built structure standing thereon, alongwith all easement and using rights over the said property lying and situated at Mouza - Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, previously within the limits of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within the limits of The Kolkata Municipal Corporation, being Municipal Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, being Municipal Assessee No.41-117-09-0006-0, (formerly within the limits of South Suburban Municipality known as Premises No. 340, Thereafter Premises No.5, Ram Saran Poddar Lane, Behala) Under K.M.C. Ward No.117, in The District of South 24-Parganas, hereinafter called and referred to as the "said Landed Property", free from all sorts of encumbrances, charges, attachments whatsoever and have been jointly exercising, all acts of ownership in respect of thereof without any interference and/or objection in any manner whatsoever.

- 6.16. Thereafter by a Deed of Sale on dated 20.09.1980, registered in the office of the Joint Sub-Registrar of Alipore at Behala, recorded in Book No. I, Volume No.40, Pages from 188 to 196, being Deed No.2272, for the year 1980, out of the aforesaid two Owners one Owner namely- MRS. SURYA KANTA SAHA, wife of Sri Ramnik Lal Saha, mentioned as Vendor therein, sold, transferred, conveyed and assigned her undivided and un-demarcated $\frac{1}{2}$ (Half) share under the said total landed property i.e. ALL THAT piece and parcel of demarcated Bastu Land measuring about 7 Cottahs 8 Chittaks, be a little more or less out of 15 cottahs 2 chittaks which was found to be only 15 cottahs on physical measurement, be the same a little more or less, Together with One Tile shed Brick Built structure standing thereon, along with all easement and using rights over the said property lying and situated at Mouza - Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, previously within the limits of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within the limits of The Kolkata Municipal Corporation, being Municipal Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, being Municipal Assessee No.41-117-09-0006-0, (formerly within the limits of South Suburban Municipality known as Premises No. 340, Thereafter Premises No.5, Ram Saran Poddar Lane, Behala) Under K.M.C. Ward No.117, in The District of South 24-Parganas, unto and in favour of one SMT. NIRMALA S. MEHTA wife of Sri Sukhlal Mehta, referred to as the Purchaser therein at or for the valuable consideration mentioned therein, free from all sorts of encumbrances, charges, attachments whatsoever.
- 6.17. Thereafter by a Deed of Sale on dated 20.09.1980, registered in the office of the Joint Sub-Registrar of Alipore at Behala, recorded in Book No. 1, Volume No.51, Pages from 39 To 47, Being Deed No.2273, for the Year 1980, the remaining co-owner of the aforesaid total property namely MRS. VEL BAI SHAH wife of Late Punja Bhai Saha, mentioned as Vendor therein, sold, transferred, conveyed and assigned her undivided and un-demarcated $\frac{1}{2}$ (Half) share in the said landed property i.e. ALL THAT piece and parcel of demarcated Bastu Land measuring about 7 Cottahs 8 Chittaks, be a little more or less out of 15 cottahs 2 chittaks which was found to be only 15 cottahs on physical measurement, be the same a little more or less, together with one tile shed brick built structure standing thereon, along with all easement and using rights over the said property lying and situated at Mouza - Punja Sahapur, Pargana- Magura, J.L.

No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, previously within the limits of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within the limits of The Kolkata Municipal Corporation, being Municipal Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, being Municipal Assessee No.41-117-09-0006-0, (formerly within the limits of South Suburban Municipality known as Premises No. 340, Thereafter Premises No.5, Ram Saran Poddar Lane, Behala) Under K.M.C. Ward No.117, in The District of South 24-Parganas, unto and in favour of one SRI BHARAT SUKHLAL MEHTA, son of Sri Sukhlal Mehta referred to as the Purchaser therein at or for the valuable consideration mentioned therein free from all sorts or encumbrances charges attachments whatsoever.

- 6.18. Thereafter by a Deed of Sale on 05.02.1981, registered in the office of the Joint Sub-Registrar of Alipore at Behala, recorded in Book No. I, Volume No. 8, 99 to 106, Being Deed No. 369, For The Year 1981, said SMT. NIRMALA S. MEHTA being the absolute Owner of undivided and un-demarcated $\frac{1}{2}$ (Half) Share in the said landed property sold transferred and conveyed her share in the said landed property i.e. ALL THAT piece and parcel of demarcated Bastu Land measuring about 7 cottahs 8 chittaks, be a little more or less out of 15 cottahs, be the same a little more or less, together with one tile shed brick built structure standing thereon, alongwith all easement and using rights over the said property lying and situated at Mouza - Punja Sahapur, Pargana-Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, previously within the limits of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within the limits of The Kolkata Municipal Corporation, being Municipal Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, being Municipal Assessee No.41-117-09-0006-0, (formerly within the limits of South Suburban Municipality known as Premises No. 340, thereafter Premises No.5, Ram Saran Poddar Lane, Behala) Under K.M.C. Ward No.117, in The District of South 24-Parganas, unto and in favour of one MR. BISWANATH JHUNJHUNWALA son of Sri Radha Krishna Jhunjunwala, referred to as the Purchaser therein at or for the valuable consideration mentioned therein, free from all sorts of encumbrances, charges attachments whatsoever.

- 6.19. The said SRI BISWANATH JHUNJHUNWALA purchased the aforesaid property for and on behalf of M/S. HI LINE PRODUCTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at No. 1/B, Hastings Park Road, Alipore, Kolkata for the use of and on behalf of the said Company in as much as at the relevant point of time the said company was in the process of incorporation and of which the said SRI BISWANATH JHUNJHUNWALA alongwith his brother RAGHUNATH PRASAD JHUNJHUNWALA was the promoter and upon incorporation its Directors and to this effect the said purchaser SRI BISWANATH JHUNJHUNWALA by virtue of a registered Deed of Declaration dated 17.07.1982, Registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume. No.173, Pages from 216 To 224, Being Deed No.6235, for the Year 1982, declared, confirmed and recorded that the said Purchase of the said undivided Half ($\frac{1}{2}$) Share under the said Premises No. 2/1, Ram Saran Poddar Lane, Behala, the said BISWANATH JHUNJHUNWALA had acted for and on behalf of the said company M/S. HI LINE PRODUCTS PRIVATE LIMITED as its BENAMDAR and further that the costs, charges, expenses and consideration money paid and spent by the said BISWANATH JHUNJHUNWALA had been duly reimbursed by the said Company namely M/S. HI LINE PRODUCTS PRIVATE LIMITED and further that the said BISWANATH JHUNJHUNWALA had no claim of any nature whatsoever in that behalf against the said M/S, HI LINE PRODUCTS PRIVATE LIMITED and the said BISWANATH JHUNJHUNWALA confirmed that the undivided half share in the said property purchased in his name actually belonged absolutely and forever to the said Company M/S. HI LINE PRODUCTS PRIVATE LIMITED and that the said Company was already in actual possession control and enjoyment of the said undivided half share under the said total property,
- 6.20. Thereafter by a Deed of Sale on dated 05.02.1981, registered in the office of the Joint Sub-registrar of Alipore at Behala recorded in Book No. I, Volume No.5, Pages from 140 To 146, Being Deed No.370, for the Year 1981, said SRI BHARAT SUKHLAL MEHTA being the absolute Owner of undivided $\frac{1}{2}$ (Half) Share under the said landed property, sold, transferred and conveyed his undivided share under the said landed property i.e. ALL THAT piece and parcel of demarcated Bastu Land measuring about 7 cottahs 8 chittaks, be a little more or less out of 15 cottahs, be the same a little more or less, together with one tile shed brick built structure standing thereon, along with

all easement and using rights over the said property lying and situated at Mouza - Punja Sahapur, Pargana- Magura, J.L. No.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, previously within the limits of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within the limits of The Kolkata Municipal Corporation, being Municipal Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, being Municipal Assessee No.41-117-09-0006-0, (formerly within the limits of South Suburban Municipality known as Premises No. 340, thereafter Premises No.5, Ram Saran Poddar Lane, Behala) Under K.M.C. Ward No.117, in The District of South 24-Parganas, unto and in favour of one RAGHUNATH PRASAD JHUNJHUNWALA son of Sri Radha Kishan Jhunhunwala, referred to as the Purchaser therein at or for the valuable consideration mentioned therein/ free from all sorts of encumbrances, charges, attachments whatsoever.

- 6.21. The said SRI RAGHUNATH PRASAD JHUNJHUNWALA the aforesaid property for and on behalf of M/S. HI- LINE PRODUCTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at No. 2/B, Hastings Park Road, Alipore, Kolkata for the use of and on behalf of the said Company in as much as at the relevant point of time the said company was in the process of incorporation and of which the said RAGHUNATH PRASAD JHUNJHUNWALA alongwith his brother BISWANATH JHUNJHUNWALA was the promoter and upon incorporation its Directors and to this effect the said purchaser RAGHUNATH PRASAD JHUNJHUNWALA by virtue of a registered Deed of Declaration dated 17.07.1982 registered in the office of Registrar of Assurances, Calcutta and recorded in Book No.1, Volume No.173, Pages 116 to 224 Being No.6236, for the year 1982 declared, confirmed and recorded that in the purchase of the said undivided Half ($\frac{1}{2}$) Share in the said Premises No. 2/1, Ram Saran Poddar Lane, Behala, the said RAGHUNATH PRASAD JHUNJHUNWALA had acted for and on behalf of the said company M/S. HI LINE PRODUCTS PRIVATE LIMITED as its Benamdar and further that, the costs, charges, expenses and consideration money paid and spent by the said RAGHUNATH PRASAD JHUNJHUNWALA had been duly reimbursed by the said Company namely M/S. HI LINE PRODUCTS PRIVATE LIMITED and further that the said RAGHUNATH PRASAD JHUNJHUNWALA had no claim of any nature whatsoever in that behalf against the said M/S. HI LINE PRODUCTS PRIVATE LIMITED and the said

RAGHUNATH PRASAD JHUNJHUNWALA confirmed that the undivided half share in the said property purchased in his name actually belonged absolutely and forever to the said Company M/S. HILINE PRODUCTS PRIVATE LIMITED and that the said Company was already in actual possession control and enjoyment of the said undivided half share in the said property.

- 6.22. In the aforesaid manner the said M/S. HI LINE PRODUCTS PRIVATE LIMITED, thus became the absolute owner and became entitled to hold and owned the said Premises No.2/1, Ram Saran Poddar Lane, Behala in its entirety and the said Company thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said landed property being ALL THAT piece and parcel of revenue free Bastu land measuring about 15 cottahs, be the same a little more or less, Together with One Tile shed Brick Built structure standing thereon, alongwith all easement and using rights over the said property including all trees or plants, ways, paths, privileges, advantages, appurtenances, etc. lying and situated at Mouza- Punja Sahapur, Pargana- Magura, J.L. Ne.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, previously within the limits of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within the limits of the Kolkata Municipal Corporation and which known and numbered as Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata-700038, being Municipal Assessee No.41-117-09-0006-0 (formerly within the limits of South Suburban Municipality known as Premises No.340, Thereafter Premises No. 5, Ram Saran Poddar Lane, Behala) Under KMC, Ward No.117, in the District of South 24-Parganas.
- 6.23. Thereafter by virtue of a registered Deed of Conveyance dated 06.10.1988, registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume no. 76, Pages from 321 to 332, Being No.4299 for the year 1988, the said Company M/S. HI-LINE PRODUCTS PRIVATE LIMITED, referred to as the Vendor therein had sold, conveyed, transferred and assigned of ALL THAT piece and parcel of a Bastu Land measuring 7 cottahs 8 chittaks more or less, together with constructions sheds and godowns and erection standing thereon situated at Municipal premises No.2/1, Ram Saran Poddar Lane, Behala formerly known as 340 and thereafter No. 5, Ram Saran Poddar Lane, now numbered as K.M.C, Premises No. 6, Ram Saran Poddar Lane,

previously within the limits of the South Suburban Municipality since merged with the Calcutta Municipal Corporation (S.S. Unit) now known The Kolkata Municipal Corporation, Ward No.117, under Mouza - Punja Sahapur, J.L No.9, 1,1, No.180, Touzi No. 93, comprised in R.S. Dag No.573, under R.S. Khatian No.1070, within Police Station: Behala, in the District of South 24-Parganas to one M/S. C & J PROPERTIES PRIVATE LIMITED, referred to as the Purchaser therein at the consideration mentioned therein/ free from all sorts of encumbrances, charges, attachments whatsoever.

- 6.24. Thereafter by virtue of another registered Deed of Conveyance dated 14.10.1988, registered in the office of District Registrar at Alipore and recorded in Book No. I, Volume No. 288, Pages from 1 to 11, Being Deed No.12110, for the Year 1988, the said Company M/S. HI LINE PRODUCTS PRIVATE LIMITED, referred to as the Vendor therein, had sold, conveyed, transferred and assigned ALL THAT piece and parcel of Bastu land measuring 7 cottahs 8 chittaks more or less, together with constructions sheds and godowns and erections standing thereon situated at Municipal Premises No. 2/1, Ram Saran Poddar Lane, Behala, Formerly Known as 340 and thereafter No. 5, Ram Saran Poddar Lane, Now Numbered as K.M.C. Premises No. 6, Ram Saran Poddar Lane, previously within the limits of the South Suburban Municipality since merged with the Calcutta Municipal Corporation (S.S. Unit) now known The Kolkata Municipal Corporation, Ward No. 117, under Mouza - Punja Sahapur, J.L. No.9, R.S. No. 9, R.S No.180, Touzi No. 93, comprised in R.S. Dag No. 573, under R.S. Khatian No.1070, within Police Station: Behala, in the District of South 24-Parganas to said M/S, C & J PROPERTIES PRIVATE LIMITED, referred to the Purchaser therein at the consideration mentioned therein, free am all sorts of encumbrances, charges, attachments whatsoever.
- 6.25. In the aforesaid manner the said M/S. C & J PROPERTIES PRIVATE LIMITED, thus become absolute owner and entitled to holds and owns absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said landed property being ALL THAT piece and parcel of a revenue free Bastu land measuring about 15 cottahs, be the same a little more or less, Together with One Tile shed Brick Built structure standing thereon, alongwith all easement and using rights over the said property lying and situated at Mouza- Punja Sahapur, Pargana- Magura, J.L. Ne.9,

R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, previously within the limits of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within the limits of the Kolkata Municipal Corporation, Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata 700038, (formerly within the limited of South Suburban Municipality known as Premises No. 340, thereafter Premises No. 5, Ram Saran Poddar Lane, Behala, Under K.M.C, Ward No.117, in the District of South 24 Parganas, and mutated its named in the records of The Kolkata Municipal Corporation in respect of the aforesaid property which has been renumbered as 6, Ram Saran Podder Lane, Ward No.117, being Assessee No.41-117-09-0006-0, and have seized and possessed of or otherwise well and sufficiently entitled to the same as its absolute owner thereof Thereafter the said purchaser M/S. C & J PROPERTIES SERVICE LTD, entered into an agreement for sale of the said land with M/S. MODERN FINANCIAL SERVICES LTD, having its registered office at 53B, Mirza Ghalib Street, Kolkata-700016, but the said agreement could not materialized.

- 6.26. By virtue of a registered Deed of Conveyance on dated 30,10,2013, registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. I, C.D. Volume No.21, Pages from 3892 to 3909, Being Deed No. 11706, for the year 2013, the said Company namely - M/S. C & J PROPERTIES PRIVATE LIMITED, referred to as title Vendor therein, sold, conveyed, transferred and assigned a part and/or portion of the said landed property being ALL THAT piece and parcel of a Bastu Land measuring about 7 cottahs 8 chittaks out of total land measuring about 15 cottahs, be the same a little more or less, together with One Tile shed Brick Built structure standing thereon, together with all easement and using rights over the said property, lying and situated at Mouza- Punja Sahapur, Pargana- Magura, J.L. Ne.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, Previously within the limits, of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within & the limited of the Kolkata Municipal Corporation, being Municipal Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala,(formerly within, the limits of SouthSuburban Municipality known as Premises No. 340, thereafter Premises No. 5, Ram Saran Poddar Lane, Behala, under K.M,C, Ward No,117, in the District of South 24 Parganas, to said M/S. MODCON REALTY PRIVATE LIMITED, being the authorized agent/person of the aforesaid Agreement

Holder at or for the valuable consideration mentioned therein, free from all encumbrances, charges, attachments whatsoever.

- 6.27. Thereafter by virtue of another registered Deed of Conveyance on dated 30.10.2013, registered in the office of the District Sub-Registrar II at Alipore and recorded in Book No. I, C.D, Volume No. 21, Pages from 3910 to 3928, Being Deed No.11707, for the year 2013, the said Company namely - M/S. C & J PROPERTIES LIMITED, referred to as the Vendor therein sold, conveyed, transferred and assigned the remaining part and/or portion of the said landed property i.e. ALL THAT piece and parcel of a Bastu Land measuring about 7 cottahs 8 chittaks out of total land measuring about 15 cottahs, be the same a little more or less, together with One Tile shed Brick Built structure standing thereon, together with all easement and using rights over the said property lying and situated at Mouza- Punja Sahapur, Pargana- Magura, J.L. Ne.9, R.S. No.180, Touzi No.93, comprised in R.S. Dag No. 573, under R.S. Khatian No. 1070, Previously within the limits, of South Suburban Municipality being previously known as 2/1, Ram Saran Poddar Lane, at present within & the limited of the Kolkata Municipal Corporation, being Municipal Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala,(formerly within, the limits of South Suburban Municipality known as Premises No. 340, thereafter Premises No. 5, Ran Saran Poddar Lane, Behala, under K.M.C, Ward No,117, in the District of South 24 Parganas, to one M/S. REALTY PRIVATE LIMITED, being As authorized agent/person of the aforesaid Agreement Holder, referred to as the Purchaser therein at or for the valuable consideration mentioned therein, free from all sorts of encumbrances, charges, attachments whatsoever.
- 6.28. In the aforesaid manner, by dint of purchasing the aforesaid properties M/s. Modcon Reality Pvt. Ltd, thus become the absolute Owner is entitled to holds and owns and is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the aforesaid three properties, comprised in the Three Plots, i.e. (i) One Bastu Land measuring about- 4.25 Cottahs, together with R.T, Sheds measuring about 700 sq. ft, comprised in R.S. Dag Nos. 573/2544, Under R.S. Khatian No.958, Previously Holding No.12 or 12/12, B. L. Shah Road, K.M.C,Premises No, 12, B. L. Saha Road, Kolkata, Under Assessee No. 41-117-01-0012-1, (ii) Bastu Land measuring about 3 Cottahs ½ Chittaks, together with R.T. Sheds measuring about 200 Sq. ft. Comprised in

R.S. Dag No. 570/2546 Under R.S. Khatian No.70, Premises No. 8/8, RamSaran Podder Lane/ K.M.C, Premises No. 2/1, Ram Satan Podder Lane, (South Suburban Municipality), Premises No. 340, B.L. Saha Road, Under Assessee No. 41-117-09-0008-3., and (iii) Bastu Land measuring about 15 Cottahs, together with R.T. Sheds measuring about 400 sq. ft. comprised in R.S. Dag No. 573 under Khatian No. 1070, being Premise No, 2/1, Ram Saran Poddar Lane, K.M.C Premises No. 6, Ram Saran Poddar Lane, lying and situate at Mouza – Punja Sahapur, Parganas – Magura, J.L. No. 9, under A.D.S.R.O. Behala, under Assessee No. 41-117-09-0006-0, R.S, No.180, Touzi No.93, District - (South).

- 6.29. All the aforesaid 3 (Three) Landed Properties and/or Premises, an application filed by the landowner said M/s. ModCon Realty Pvt. Ltd, vide letter No.1294 dated 27.11.2014, before the "Assistant Assessment Collector", at Assessment Collection Department of the Kolkata Municipal Corporation thereafter on 02.02.2017, Got Amalgamation the same by the Authority of the Kolkata Municipal Corporation into a Single Plot of Land consisting of land measuring (in aggregate) 22 cottahs 4 chittaks 22 ½ sq. ft. be the same a little more or less together with 1300 Sq. Ft. with RT, Shed Structure standing thereon lying and situated at Premises No. 6, Ram Saran Poddar Lane, within Police Station: Behala, Kolkata - 700038, Under the K.M.C. Ward No. 117, in the District -24-Parganas (South), Under Municipal Assesses No. 41-117-09-0006-0, comprised in R.S. Dag Nos. 573/2544, under R.S. Khatian No.958 and R.S. Dag No. 570/2546 under R.S Khatian No.70 and R.S. Dag No. 573 under Khatian No. 1070, lying and situated under Mouza - Punja Sahapur, Pargana: Magura, J.L. No. 9, under A.D.S.R.O. Behala, R.S, No.180, Touzi No.93, in District South 24-Parganas, in the State of West Bengal hereinafter called and referred to as the "Said Property", which is more fully and particularly mentioned in the SCHEDULE-A hereunder written.

7. Development:

- 7.1. That the owners being desirous of developing the said premises had entered into and executed a Development Agreement with Power of Attorney dated _____, which was duly registered in the office of the District Sub – Registrar II – at Alipore, and duly recorded in Book No. I, Volume No. 1602-2020, Pages 227599 to 227686, Being No. 1602-05852, for the year 2020 with the Developer herein for construction of a multi-

storied building thereon in consonance with the Building Plan under the covenants and stipulations as contained therein. It was inter-alia, agreed therein that the developer at its own costs and to its own account would construct a multi storied building consisting of several flats and car parking spaces at the said Premises and in lieu thereof, the owner would provide and transfer the specific "Developer's allocation" to the developer in the form of flats together with car parking spaces in the said proposed building.

- 7.2. Apart from the said Development Agreement, the vendors also executed a Development Power of Attorney dated _____, which was duly registered in the office of the District Sub - Registrar II – at Alipore, and duly recorded in Book No. I, Volume No. 1602-2020, Pages 227599 to 227686, Being No. 1602-05852, for the year 2020 in favour of the Developer herein thereby appointing them as their lawful constituted Attorneys with all development rights and authorities to construct the said building and to sell the Developer's allocation to the prospective buyers.

8. Building Plan and Construction –

- 8.1. In pursuance of execution of the said Development Agreement, the said developer at its own cost and effort secured and obtained a Building Plan duly sanctioned by the Kolkata Municipal Corporation being Sanctioned Building Plan vide no. 2022130286 dated 27.03.2023, for construction of multi-storied building on the said premises.
- 8.2. Pursuant to securing the said Building Plan, the Developer herein has constructed the said building comprising of diverse flats along with car parking spaces over the said premises in consonance with the said Building Plan duly approved and sanctioned by the KMC authority.

9. Sale Agreement & Consideration –

- 9.1. During the course of construction, the Purchaser herein expressed their desire and readiness to purchase a self-contained residential Flat located on the ___ side of ___ floor measuring about ___ sq. ft. (_____ only) more or less Super Built up area, consisting of 2 (Two) Bedroom, 1 (One) Drawing Room, 1 (One) Dinning-cum-

Kitchen and 2 (Two) Toilets, morefully and particularly described in the Schedule "B" written hereunder and hereinafter referred to as 'said Unit' lying and situate at the said premises.

- 9.2. The Developer has agreed to sell and the purchaser have agreed to purchase the said Unit (as mentioned in the Schedule-B written hereunder) for a total consideration of Rs. _____/- (Rupees _____ only) being paid to the Developer in the manner as specifically mentioned in the Memo of Consideration written hereunder.

10. NOW THIS INDENTURE WITNESSETH as under :

- 10.1. Sale and Consideration : That in pursuance to the Agreement and in consideration of a total sum of Rs. _____/- (Rupees _____ only) being the full amount of consideration money in respect of the said Unit and the properties appurtenant thereto paid by the purchaser to the owner at or before execution of these presents the receipt whereof the Owner doth hereby acknowledge to have received the same and every part thereof as per the Memo of consideration given below, the owner doth hereby sell, grant, transfer, convey, assign and assure whatsoever and conclude release, discharge and assign unto and in favour of the purchaser, their executors, administrators, successors, legal representative and/or assigns ALL THAT the Self-contained residential Flat located on the ____ side of ____ floor measuring about ____ sq. ft. (____ only) more or less Super Built up area, consisting of 2 (Two) Bedroom, 1 (One) Drawing Room, 1 (One) Dinning-cum-Kitchen and 2 (Two) Toilets in the said building including all common facilities and amenities as fully mentioned in the Schedule-B written hereunder and hereinafter referred to as 'the said Unit', such flat situate is shown in the Map/plan attached hereto bordered with RED lines thereon situate at the building built or constructed on the land described under the SCHEDULE "A" hereto further together with proportionate undivided share in the land and common parts, portions, facilities and amenities comprised in the said premises and appurtenant to the said Unit collectively hereinafter referred and called to as "the said Unit" all situate at or being part of premises morefully and particularly described in the SCHEDULE "A" written hereunder TOGETHER WITH all other easement and/or amenities and/or facilities inclusive of overhead tank, water storage, underground reservoir, water supply system, drainage and sewerage system

etc. attached thereto TOGETHER WITH internal and external wall in all internal partition walls or rooms and hereinafter referred to as the said Unit and the properties appurtenant thereto free from all encumbrances, charges, liens, attachments, whatsoever TOGETHER WITH all rights of user of the paths, passage, driveways leading from the main road upto the said building block and the ground floor and staircase landing leading to the said Unit and proportionate share in all other common portion, common areas, amenities jointly with the other co-owners as described in the SCHEDULE-C hereunder written AND FURTHER the Vendor does hereby further covenant with the Purchaser that the purchaser shall quietly and peacefully hold, possess, occupy and enjoy the said Unit and the properties appurtenant thereto and the roof without any let, hindrance, denial, demand, interruption or eviction or claim or demand by vendor or any other person or persons lawfully or equitable claiming through owner or in trust for the vendor or HOWSOEVER OTHERWISE the said Unit and the properties appurtenant thereto or any part thereof now are or is or at point of time hereto wherever was situated and butted and bounded, reputed, called, known, numbered, described or distinguished TOGETHER WITH all and singular those walls, yards, ways, compound, paths, passages, water, water courses, sewerage, dram, trees, plants, advantages and ancient and other rights, liberties, easements, profits, privileges, advantages, appendages and appurtenances whatsoever to the said Unit and the properties appurtenant thereto belonging to or any way appertaining thereto or with the same or any part thereof now or at any time therefore usually held used, occupied or enjoyed or reputed therewith or known as part and parcel thereof or be appertaining thereto AND ALSO the reversion or reversions, reminder or reminders and the rents, issues and profits thereof and every part thereof WITH ALL deeds, documents, writing, vouchers or other evidence of title relating to the said Unit and the properties appurtenant thereto or any part thereof in all estate, right, title and interest inheritance possession benefit claims and demand whatsoever both at law and in equity of the owner unto or upon the said Unit and the properties appurtenant thereto or any part thereof TO HAVE AND TO HOLD the said Unit and the properties appurtenant thereto and the impartible undivided proportionate share in the said land and the common areas and easement rights as fully described in the SCHEDULE "A", "C"&"E" hereinafter written respectively and all the singular the Unit and the properties appurtenant thereto hereby sold, conveyed, transferred, assigned, assures, expressed or intended so to be

TOGETHER WITH the appurtenances and rights as aforesaid unto the purchaser with the rights, member and appurtenance unto and to the use and benefit of the Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever absolutely and forever AND FURTHER the owners doth hereby declare and confirm that the owners are the absolute owners in respect of the aforesaid Unit and the properties appurtenant thereto AND SUBJECT NEVERTHELESS to the payment by the purchaser of their proportionate share of all taxes, rates, dues, maintenance, charges, assessment and duties, chargeable or upon the same which may hereafter from the date become payable in respect of the said Unit and the properties appurtenant thereto to the respective Statutory Authority or Authorities including the proportionate maintenance charges of the building including the common expenses in a proportionate manner morefully and particularly described in the SCHEDULE-D AND THAT notwithstanding any act, deed, matter or thing done whatsoever by the Vendor or any person lawfully or equitably claiming by from or through under or in trust for them made, done, commit or committed or intentionally suffered to the contrary thereto, the Vendor now as lawfully and as absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Unit TOGETHER WITH undivided proportionate share of land and common parts hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust of other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the Vendor now have in themselves good right full power and lawful and absolute authority to sell, convey transfer, assign and assure the said Unit and the Properties Appurtenant Thereto hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and unto the use of the Purchaser absolutely in the manner as aforesaid free from all encumbrances, charges. Liens, attachments, whatsoever, TOGETHER WITH undivided proportionate share of the land hereby conveyed and assured and intended so to be and unto the use of the Purchaser AND it shall be lawful for the Purchaser from time to time and all times hereinafter peaceably and quietly possess to enter upon and enjoy the said Unit as described in the Schedule-B hereunder written for use and enjoyment of the same and to get the benefit and receive rent issues and profits thereof without any suit lawful eviction, interruption, claim and demand whatsoever for or by them the Vendor or by any

person or persons lawfully or equitably claiming through under or in trust for them AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or their predecessor in title and well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner or forms and other estate, right, title, interest claim, demand, whatsoever, created made excluded occasioned or suffered by them or any or their predecessor in title or any person or persons lawfully or equitably or rightfully claiming by, from or in trust for them. AND FURTHER the owner and all persons having lawfully or equitably claiming any estate or interest whatsoever from, under or in trust for them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make, do acknowledge and execute or acknowledge and cause and procured to be made, done, do execute all such further and other lawful and reasonable acts, deeds, things and assurances for further assuring the said Unit to the Purchaser as may be reasonably required for better and perfectly assuring the said Unit as fully described in the Schedule "B" written and every part thereof unto and to the Purchaser in the manner aforesaid AND THAT the Purchaser's undivided proportionate interest in the land as fully described in the Schedule "A" hereunder written shall remain joint for all times with other Co-owners who may hereafter or hereto before acquire have acquired right, title, interest in respect of the said land and other Units and it is hereby declared that such interest in the said land in impatiable ALL THAT the Purchaser shall maintain at its own cost the said Unit and the Properties Appurtenant Thereto in the same good condition and state under which the same is delivered and shall abide by all laws, bye laws, rules, regulations of both the Government, Statutory Bodies and shall attend, ensure and be responsible for all deviation, violation and breach of any of the conditions or laws or rules and regulations herein contained. AND THAT the Purchaser shall not do or cause to be done any act, deed or thing whereby any of the drain sewerage, pipeline, may be affected not shall be entitled to in any way obstruct or cause to be obstructed the common passage, landing, staircase nor stone therein any rubbish or other materials goods or furniture nor shall cause to be done or committed to be done any act, deed or thing whereby the use and enjoyment of the common parts and common amenities and common convenience of the said building put in any way prejudicially affected or vitiated.

10.2. **Purchaser's undertakings and covenants** : The Purchaser and other Co-owners shall all along abide by the following terms and conditions:

- 10.2.1. THAT from and after the date of receipt of delivery of possession of the said Unit, the Purchaser will not be entitled for partition of the said premises by metes and bounds or any part of the land ;
- 10.2.2. THAT the Purchaser, their servants and agents will not in any obstruct or cause to be constructed the Common Passage, Landings Areas, Roof, Terrace, Staircase of the said property not there any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act, deed, matters or things whereby the cause and enjoyments of the Common Parts, Common amenities and common conveniences of the said property be in the way of prejudicially affected or vitiated;
- 10.2.3. THAT the Purchaser along with the Vendors and also other Purchaser of the said premises shall abide by all laws, bye-laws and regulations of the Kolkata Municipal Corporation or any other authorities and shall attend and answer and be responsible for breach of any laws, rules and regulations;
- 10.2.4. THAT the Purchaser shall not keep nor store in the said premises any inflammable or combustible articles such as explosives chemicals, films or any offensive articles as such binds or manures or food grains or any other materials given an offensive smell nor shall be the Purchaser to do anything which shall be constitute any nuisance or annoyance to the occupiers of the other Units in the said building ;
- 10.2.5. THAT the Purchaser shall not use the said premises or any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the Occupiers of the other Units in the said building or to the Owner or Occupiers of adjoining or neighboring properties nor shall use the same for any illegal or immoral purposes;
- 10.2.6. THAT the Purchaser shall not throw or accumulated any dirty rubbish, rage or refuse or permit the same to be thrown or allow the same to be accumulated the Purchaser's premises or in the Compound or any portion of the Building and shall not light or burn coal, coke or charcoal in the common areas in the said premises ;
- 10.2.7. FROM the date of delivery of possession of the said Unit or execution of conveyance deed whichever is earlier, Purchaser shall pay their proportionate

share of taxes in respect of the said premises until the Mutation be done in their name;

10.2.8. THAT the Purchaser and Co-Purchasers of the other Units, shall have the exclusive right to possess, use and utilize the terrace and / or ultimate roof of the Building,;

10.3. Purchasers' undertakings; The Purchaser acknowledge and undertake as under;

10.3.1. **Satisfaction of title deeds, plans and construction** - The Purchaser(s) has prior to the execution of this Deed satisfied themselves of the Owners' and the Developer's prima facie right, title and interest as well as the terms, conditions and obligations contained herein. The purchaser have ascertained the financial implications emerging from payment of the consideration and several amounts and outgoings on the basis of Chargeable Area and are fully satisfied thereabout and agrees that the amounts actually payable by the purchaser under this agreement and/or arising from any of them, are acceptable to the purchaser fully and in all manner;

10.3.2. **Uninterrupted possession** - The Developer covenants with the purchaser that payment of the entire consideration and performance of the terms of this presents and stipulations herein contained will entitle the purchaser to HOLD AND ENJOY the peaceful possession of the said Unit without interruptions by the Owner/Developer.

10.3.3. **Restriction** - The Purchaser shall not, at any time, claim partition of his undivided share in the Common Areas and Services and/or the land underneath and appurtenant to the Building.

10.3.4. **Exclusive ownership** - SUBJECT TO the provisions contained in this Conveyance AND SUBJECT TO the provisions of law for the time being in force, the Purchaser shall be entitled to exclusive ownership, possession and enjoyment of the Unit and the same shall be transferable as other immovable properties.

- 10.3.5. **Use of flat** - That the purchaser shall not use the flat for any such activities, as may cause of nuisance, annoyance or disturbance to other flat owners of the complex or those activities which are against law or any directive of the Government or the local authority.
- 10.3.6. **Illegal or immoral use** - The purchaser shall always use the flat for lawful purposes and shall not store any goods of hazardous or combustible nature or which can cause damage to the flat and/or assets of other occupants or the equipment in the Building or use the flat for any activity which may be immoral or unlawful.
- 10.3.7. **Compliance of law** - That the purchaser shall abide by the laws of land, including the local laws and directions of the statutory authorities and terms and conditions of agreement. In case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the purchaser, the same shall be paid and satisfied by the purchaser.
- 10.3.8. **Association of owners** - That the purchaser undertake to join the Association of Flat Owners as may be formed by the Owner/Developer on behalf of the flat owners and to pay any fee, subscription charges thereof and to complete such documentation and formalities as may be required and/or deemed necessary by the Owner/Developer for this purpose.
- 10.3.9. **KMC rules** - The Purchaser of the said premises shall abide by all laws, bye-laws and regulations of the Kolkata Municipal Corporation or any other authorities and shall attend and answer and be responsible for breach of any laws, rules and regulations. The purchaser shall not make any structural addition or alteration in and around their respective allocated flats or erect brick, partition thereof after taking physical possession.
- 10.3.10. **Exclusion of claim/demand** - Upon possession of the flat being given to the Purchaser, they have no claim against the Developer as to the time taken for completion of work, quality of work done and materials used for the installations etc. in the said flat or other portion on any ground whatsoever.

10.3.11. **Further Covenants** - The Purchaser shall, at its own costs and expenses, do the following:

- i. Keep the Building and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
- ii. Use the Building and all Common Areas and Services carefully, peacefully and quietly and only for the purpose for which it is meant.
- iii. Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever.
- iv. Install all fire fighting and sensing system gadgets and equipment as required under law in the said building and shall keep the said building free from all hazards relating to fire.

10.3.12. **General Restrictions** - The Purchaser shall NOT do the following:

- i. Obstruct the Vendor or other co-owners in its acts relating to the common purposes.
- ii. Violate any of the rules and/or regulations laid down for the common purposes and for the user of the Common Areas and Services.
- iii. Injure, harm or damage the Common Areas And Services or any other flats in the Building by making any alterations or withdrawing any support or otherwise.
- iv. Alter any portion, elevation or color scheme of the Building.
- v. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas and Services SAVE at the places indicated there for.
- vi. Place or cause to be placed any article or object in the Common Areas and Services.
- vii. Use the Property for any purpose other than for commercial.
- viii. Claim any right, title or interest in respect of the roof/terrace of the said building.
- ix. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Property or the Common Areas And Services.
- x. Do or permit anything to be done which is likely to cause nuisance or annoyance to other occupants of the Building.
- xi. Put up or affix any sign board, name plate or other things or other similar articles in the Common Areas And Services or outside walls of the Building

and/or outside walls of the Property PROVIDED THAT this shall not prevent the Purchaser from displaying name board/plate outside the main door of the flat.

- xii. Keep store any offensive, combustible, obnoxious, hazardous or dangerous articles in the flat.
- xiii. Affix or draw any wire, cable, pipe from, to or through any Common Areas And Services or outside walls of the Building or other flats SAVE in the manner indicated by the Developer.
- xiv. Keep any heavy articles or things which are likely to damage the floors or operate any machine.
- xv. Install or keep or run any generator so as to cause nuisance to the other occupants of the Building.
- xvi. drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the said flat
- xvii. modify or alter the outer colour scheme or facade or elevation of the said building or any part thereof otherwise than in the manner agreed by the developer in writing nor do or permit to be done in the balconies or in the said flat any act deed or thing which may have the effect of altering or disturbing the outer look of the said building
- xviii. Keep in the parking place anything other than private motor or motorcycle and shall not raise or put up any kutcha or pacca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before

10.4. **Owner/Developer's Covenants** - The Owner/Developer do hereby covenant with the purchaser as follows:

- 10.4.1. The right, title and interest of the Owners/Developer in the Unit is free from all encumbrances and/or alienation whatsoever and the Owners have a good and marketable title thereto;
- 10.4.2. The land or the Unit or any part thereof is at present not affected by any requisition or any acquisition of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Owner;
- 10.4.3. Neither the Unit nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue or any other Public Demand;

- 10.4.4. There is no statutory, judicial and/or quasi-judicial and/or departmental order and/or restrictions which may prevent the Owner from selling and/or transferring the Unit in entirety to the Purchaser and/or the nominee/s of the Purchaser free from all encumbrances whatsoever;
- 10.4.5. There are no charges or encumbrances relating to or on the Unit or any part thereof;
- 10.4.6. The Owners/Developer are fully and sufficiently entitled to complete sale of the Unit to the Purchaser;
- 10.4.7. Upon completion of purchase the Purchaser and/or its Transferee/s as the case may be shall acquire a clear and marketable title to the land and each and every part thereof;
- 10.4.8. AND THAT the Owners/Developer has not at any time done or executed any deed, document or writing whereby the Subject Unit and the Rights and Properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title;
- 10.4.9. AND THAT the Subject Unit and the rights and properties appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, lis pendens, covenants, uses, debuttar, trusts made or suffered by the Owners or any person or persons arising or lawfully, rightfully or equitably claiming any estate or interest therein from, under or in trust of the Owner;
- 10.4.10. AND THAT the Outgoings aforesaid including the rates, taxes, related interest and penalty, if any, in respect of the Unit upto the date of execution of these presents or delivery of possession, whichever is earlier, shall be borne and paid by the Seller.
- 10.4.11. The Owner hereby confirm that the Owners/Developer has never created any mortgage, liens or any other charge or encumbrance over the Subject Unit;
- 10.4.12. AND that on or before execution of these presents, the Owner has delivered physical possession of the Unit in question in favour of the purchaser;

SCHEDULE-A ABOVE REFERRED TO :

(Premises)

ALL THAT piece and parcel of Bastu Land measuring about 22 Cottahs 04 Chittaks 22½ Sq. ft., be the same a little more or less, along with a proposed Multi Storied Building named as "THE

TOLLYVIEW” standing thereon, which is lying and situate under Mouza – Punja Sahapur, Pargana Magura, J.L. No. 9, R.S, No.180, Touzi No.93, R.S. Dag Nos. 573/2544, under R.S. Khatian No.958 and R.S. Dag No. 570/2546 under R.S Khatian No.70 and R.S. Dag No. 573 under Khatian No. 1070, whichh is known and numbered as Premises No. 6, Ram Saran Poddar Lane, Post: Sahapur, Police Station: Behala, Under K.M.C. Ward No. 117, Kolkata – 700038, Under Municipal Assesses No. 41-117-09-0006-0, in the District South 24-Parganas, West Bengal, India, butted and bounded as follows :-

ON THE NORTH	:	By 17 feet wide Ramsaran Poddar Lane;
ON THE SOUTH	:	By Land & C.I Shed of Sri Aditya Kumar Mehata;
ON THE EAST	:	By Land & C.I Shed of Sri Aditya Kumar Mehata;
ON THE WEST	:	By Premises No. 13, B. L. Shah Road;

SCHEDULE-B ABOVE REFERRED TO:

(Unit)

All that the Self-contained residential Flat located on the ___ side of ___ floor measuring about ___ sq. ft. (____ only) more or less Super Built up area, consisting of 2 (Two) Bedroom, 1 (One) Drawing Room, 1 (One) Dinning-cum-Kitchen and 2 (Two) Toilets in the said building out of Developers allocation, lying and situate under Mouza – Punja Sahapur, Pargana Magura, J.L. No. 9, R.S, No.180, Touzi No.93, R.S. Dag Nos. 573/2544, under R.S. Khatian No.958 and R.S. Dag No. 570/2546 under R.S Khatian No.70 and R.S. Dag No. 573 under Khatian No. 1070, whichh is known and numbered as Premises No. 6, Ram Saran Poddar Lane, Post: Sahapur, Police Station: Behala, Under K.M.C. Ward No. 117, Kolkata – 700038, Under Municipal Assesses No. 41-117-09-0006-0, in the District South 24-Parganas, West Bengal, India, as written in the Schedule-A hereinabove. The said flat is earmarked in the Plan annexed hereto and bordered with RED Colour.

SCHEDULE-C ABOVE REFERRED TO:

(Common Areas and Faculties)

PART-I

1. Staircase, lift room, lobby and landings of Marble flooring having windows with M.S. Grill with stair cover on the ultimate roof.

2. Electrical wiring in copper conductors and fittings and fixtures for lighting the staircase lobby and landings and other electrical installation.
3. Overhead tank with distribution pipes there from connecting to different unit and from the underground water reservoir to the overhead tank.
4. Water waste and sewerage evacuation pipe from the unit to drains and sewers common to the building.
5. Ultimate roof of the building.

Part-II

1. Paths, passages and driveways in the Housing complex other than those reserved for parking of motor car/s or marked by the Vendors exclusive to any unit or co-owner.
2. Transformer or electrical substation and their accessories and distribution in the ground floor, if any.
3. Electrical installations main switch and meter and roof, if any, required.
4. Corporation water connection and pumps.
5. Drains and sewers from the buildings to the Corporation drains.
6. Stand by diesel generator set, its panel and accessories and room, if any, for installing the same.
7. Water pump with motor and underground water reservoir in the premises with water distribution pipes to the overhead tank of each building and roof, if any, for installing the water pump and motor.
8. Pumps for water supply from underground to overhead tank.
9. Provisions for points of cable T.V. connection.

10. Boundary walls and main gate to the housing complex.

11. Stair Case, Electrical wiring providing connectivity to the all units.

SCHEDULE-D ABOVE REFERRED TO:

(Common expenses to be borne proportionately with other Co Owners).

- 1. MAINTENANCE:** The costs and expenses of maintaining, repairing, redecorating and renewing etc., of the main structure, common parts and portions like drainage, gutters and water pipes for all purposes, drains, lift, electric cables and wires in under or upon the said Housing Complex, main entrance, landings and staircase of the said buildings, boundary walls of the Demarcated portion and compounds etc., enjoyed or used by the PURCHASER in common with other occupiers. The costs of cleaning and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing Complex so enjoyed or used by the PURCHASER in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL :** All expenses for running and operating all machines, equipment and installations comprised in the Common Parts and Common Portions including generator, lift, water pump with motor, cable, T.V. connection and also the costs of repairing renovating and replacing the same.
- 3. STAFF :** The salaries of and all other expenses of the staff to be employed for the Common Purposes namely security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, etc. including their bonus and other emoluments and benefits.
- 4. ASSOCIATION:** Establishment and all other expenses of the Association or any agency looking after the Common Purposes until handing over the same to the Association.
- 5. RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 6. FACILITIES:** All costs and expenses incurred for maintenance, upkeep and running the facilities as more fully described in the **SCHEDULE "A"**.

7. **OTHERS:** All other expenses and/or outgoings as may be determined by the Association for the Common Purposes.

**SCHEDULE-E ABOVE REFERRED TO
(The Easements)**

The Purchaser along with other Co-Owners shall have the following rights, easements, quasi-easements, privileges and/or appurtenances:

- a) The right of common passage, user and movement in all the Common Areas And Services;
- b) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the Building;
- c) Right of support, shelter and protection of each portion of the Building by other and/or others thereof;
- d) The absolute unfettered and unencumbered right over the Common Areas And Services SUBJECT TO the terms and conditions herein contained;
- e) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the user of the building in common by many persons;
- f) Right to install antenna and other electrical electronic reception systems at such place on the roof of the Building;

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

SIGNED AND DELIVERED by the within named Owner
in the presence of:

1)

2)

VENDORS

SIGNED AND DELIVERED by the within named
DEVELOPER in the presence of :

1)

2)

DEVELOPER

SIGNED AND DELIVERED by the within named
PURCHASER in the presence of

1)

2)

PURCHASERS

DRAFTED AND PREPARED BY:

SAYANI BOSE
(Advocate)
High Court, at Calcutta
Enrollment No. F/1655/2018

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASER the within mentioned sum of Rs. ____/- (Rupees _____ only) being the full consideration money paid in respect of the within mentioned Unit under these presents in the manner following :-

WITNESSES :

1.

2.

DEVELOPER