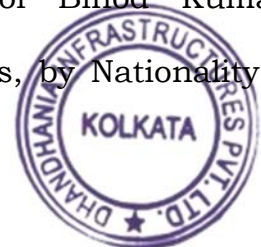


## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the \_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and \_\_\_\_\_ (20\_\_)

### **BY AND BETWEEN**

**DHANDHANIA INFRASTRUCTURES PRIVATE LIMITED**, (PAN - AAICD7411M), a Private Limited Company, registered under the Companies Act, 2013, having its registered office at New Alipore Residency, Genia-4D, 45A, Buroshibtala Main Road, Post Office - Sahapur, Police Station - Behala, Kolkata - 700038, District South 24 - Parganas, represented by its Authorized representatives (1) **MR. PIYUSH KUMAR DHANDHANIA**, (PAN - AJYPD2049R) (Aadhaar - 8954 0055 6211), son of Binod Kumar Dhandhanian, by faith - Hindu, by occupation - Business, by Nationality -



Indian, residing at New Alipore Residency Genia-4D, 45A, Buroshibtala Main Road, Post Office - Sahapur, Police Station - Behala, Kolkata - 700038, District - South 24-Parganas and Director (2) **MRS. PRIYANKA TARAFDER**, (PAN - ATPPT6763R) (Aadhaar - 6220 9579 4571), wife of Rajesh Tarafder, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 24, Roy Bahadur Road, Post Office and Police Station - Behala, Kolkata - 700034, hereinafter referred to as the "**PROMOTERS**" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors-in-office, and its representatives and assigns) of the **FIRST PART**.

**AND**

**SRI DIPANKAR JAISWAL**, (PAN - ADRPJ9936G) (Aadhaar - 9863 6034 8241), son of Pradip Kumar Jaiswal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 432, James Long Sarani, Naba Pally, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representative and/or assigns etc.) **SECOND PART**.

**AND**

\_\_\_\_\_, (PAN - \_\_\_\_\_) (Aadhar - \_\_\_\_\_),  
son/wife/daughter of \_\_\_\_\_, by Nationality - Indian, by

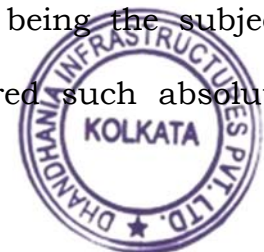


occupation - \_\_\_\_\_, by faith - \_\_\_\_\_, residing at \_\_\_\_\_,  
Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, Kolkata - \_\_\_\_\_,  
hereinafter referred to as the residing at "**ALLOTTEE**" (which term or  
expression shall, unless excluded by or repugnant to the subject or context,  
be deemed to mean and include his representatives and assigns) of the  
**THIRD PART.**

The **OWNER**, the **PROMOTERS** and the **ALLOTTEE** shall hereafter  
collectively be referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:-**

A. The Owner is the absolute and lawful Owner of the **ALL THAT** piece  
and parcel of Bastu Land measuring an area of **07** Cottahs, **07**  
Chittacks and **00** Square Feet be the same a little more or less, lying  
and situated at Mouza – Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi  
Nos. 1-6, 8-10 & 12-16, comprised in R.S. Dag No. 2550 (Portion),  
appertaining to R.S. Khatian No. 400, within the limits of the Kolkata  
Municipal Corporation, at and being K.M.C. Premises No. 31,  
Nabapally Main Road, under Ward No. 143, Post Office - Joka, Police  
Station - Haridevpur, Kolkata - 700104, under Municipal Ward No.  
143, within the jurisdiction of District Sub-Registrar at Alipore, in the  
District South 24 – Paraganas, having Assessee No. 711431701101,  
more specifically described in the **FIRST SCHEDULE** hereunder  
written, hereinafter referred to as the said land being the subject  
matter of development. The Owners have acquired such absolute



ownership of the said Land in terms of the Deeds recited hereunder written:-

**DEVOLUTION OF THE TITLE:**

- (i) Mr. Dipankar Jaiswal purchased from Smt. Maya Shikdar wife of Sri Susanta Sikdar ALL THAT piece and parcel of demarcated Bastu land measuring an area of 04 Cottahs more or less, along with tile shaded structure, in the portion of R.S Dag No. 2550 under R.S. Khatian No. 400, of Mouza - Purba Barisha Gram, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12-16, within the limits of the then Joka - II Anchal Panchayet now Kolkata Municipal Corporation through one Registered Deed of Conveyance written in Bengali, duly registered on 10/09/2001 in the office of the Addl. District Sub Registrar at Behala, District South 24 - Paraganas and recorded in Book No. I, Volume No. 81, Pages 85 to 94, Being No. 3380 for the year 2001.
- (ii) Mr. Dipak Jaiswal, son of Sri Pradip Kumar Jaiswal purchased from one Sri Susanta Sikdar son of Late Sashi Sikdar ALL THAT piece and parcel of demarcated Bastu land measuring an area of 04 Cottahs more or less, with tile shaded structure, in the portion of R.S. Khatian No. 400, R.S Dag No. 2550 under R.S. Khatlan No. 43, of Mouza - Purba Barisha Gram, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12- 16, within the limits of the then Joka II Anchal Panchayet now Kolkata Municipal



Corporation through one Registered Deed of Conveyance written in Bengali, duly registered on 10/09/2001 in the office of the Addl. District Sub Registrar at Behala, District South 24 - Paraganas and recorded in Book No. I, Volume No. 80, Pages 131 to 140, Being No. 3381 for the year 2001.

- (iii) During peaceful enjoyment over the schedule property by Mr. Dipankar Jaiswal and Mr. Dipak Jaiswal both of them mutated their name in the records of the Kolkata Municipal Corporation and the property owned by Dipankar Jaiswal was numbered as Premises No. 31, Nabapally Main Road, having corresponding mailing address 31, Nabapally Main Road, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, under Municipal Ward No. 143, District South 24 - Paraganas and the property owned by Dipak Jaiswal was numbered as Premises No. 31/1, Nabapally Main Road and having corresponding mailing address 31/1, Nabapally Main Road, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, under Municipal Ward No. 143, District South 24 - Paraganas, the said Sri Dipak Jaiswal executed a Deed of Gift registered on 17/03/2015 in the office of the A.R.A - I, at Kolkata and recorded in Book No. 1, C.D. Volume No. 6, Pages 6442 to 6451, being No. 02198 for the year 2015, in favour of Mr. Dipankar Jaiswal and thus said Dipankar Jaiswal became the absolute sole Owner of bastu land measuring an area of 08 Cottahs more or less, in the portion of



R.S Dag No. 2550, under R.S. Khatian No. 400, of Mouza – Purba Barisha Gram, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12-16, being Premises No. 31 and 31/1, Nabapally Main Road, having corresponding mailing address 31 and 31/1, Nabapally Main Road, Post Office - Joka, Police Station - Haridevpur, Kolkata – 700104, under Municipal Ward No. 143, District South 24 - Paraganas.

- (iv) During his stay over the premises the Dipankar Jaiswal herein applied for amalgamation of Premises No. 31 and 31/1, Nabapally Main Road, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, under Municipal Ward No. 143, District South 24 – Paraganas, into a single property and single Assessee Number as such the two separate premises was amalgamated into one single property and was recorded in his name and the same plot of land measuring an area of 08 Cottahs more or less, along with tile shaded structure, in the portion of R.S. Dag No. 2550 under R.S. Khatian No. 400, of Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12-16, was renumbered as K.M.C. Premises No. 31, Nabapally Main Road, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, under Municipal Ward No. 143, District South 24 - Paraganas and paying the relevant rates and taxes to the concerned authority under Assessee No. 711431701101 regularly.



- (v) The Dipankar Jaiswal is the absolute owner of ALL THAT the piece and parcel of land measuring an area of 08 Cottahs more or less, along with tile shaded structure, in the portion of R.S. Dag No. 2550 under R.S. Khatian No. 400, of Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12-16, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 31, Nabapally Main Road, under Ward No. 143, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Paraganas.
- (vi) The said Dipankar Jaiswal transferred of ALL THAT the piece and parcel of 09 Chittacks land, out of 08 Cottahs with 100 Square Feet of tile shaded structure, in the portion of R.S. Dag No. 2550, under R.S. Khatian No. 400, of Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12-16, being K.M.C. Premises No. 31, Nabapally Main Road, under Ward No. 143, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Paraganas, in favour of Sri Raj Kumar Shaw, son of Sri Lalji Shaw. By way of Deed of Gift, dated 18/06/2016 in the Office of A.R.A. - I, Kolkata and recorded in Book No. I, Volume No. 1901-2016, Page from 158773 to 158793, Being No. 190104687 for the year 2016.



(vii) thus the said Dipankar Jaiswal has become the absolute sole Owner of ALL THAT the piece and parcel of 07 Cottahs, 07 Chittacks & 00 Square Feet more or less, in the portion of R.S. Dag No. 2550, under R.S. Khatian No. 400, of Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12-16, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 31, Nabapally Main Road, under Ward No. 143, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, under Municipal Ward No. 143, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Paraganas. The said Dipankar Jaiswal prepared and produce one plan before Kolkata Municipal Corporation and got sanctioned G+IV building plan vide B.S. Plan No.2017160193 dated 30.08.2017 from Borough No. XVI approved by the Kolkata Municipal Corporation, which was valid up-to 29/08/2022 and it could not be further renewed by the Kolkata Municipal Corporation.

(viii) During peaceful enjoyment over the said ALL THAT the piece and parcel of land measuring an area of 07 Cottahs, 07 Chittacks & 00 Square Feet more or less, in the portion of R.S. Dag No. 2550, under R.S. Khatian No. 400, of Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12-16, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 31, Nabapally Main Road, under





Ward No. 143, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, under Municipal Ward No. 143, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Paraganas, by Mr. Dipankar Jaiswal (the Owner herein), being desired to exploit the said property, by way of developing G+IV storied building, hereinafter for the sake of brevity referred to as the “**said Property**” more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

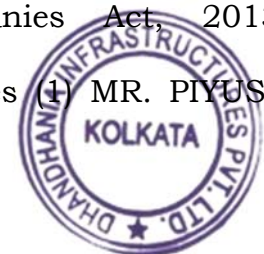
- (ix) The said Dipankar Jaiswal (the Owner herein) in search of a Developer/s having sufficient funds and lot of experience who would be capable land interested to promote and develop the said property by constructing a new building after demolishing the structure by investing necessary funds required for the purpose of construction and other incidental purposes.
- (x) The said Promoters namely DHANDHANIA INFRASTRUCTURES PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 2013, represented by its Authorized representatives (1) MR. PIYUSH KUMAR DHANDHANIA, son of Binod Kumar Dhandhanian and Director (2) MRS. PRIYANKA TARAFDER, wife of Rajesh Tarafder therein approached the aforesaid Dipankar Jaiswal with the proposal that they would construct a new building upon the said land, consisting of several flats, car parking space as per sanctioned building plan



from the Kolkata Municipal Corporation, with their own funds and resources on the terms and conditions as hereinafter mentioned.

(xi) Accordingly the said Dipankar Jaiswal (the Owner herein) and the aforesaid DHANDHANIA INFRASTRUCTURES PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 2013, represented by its Authorized representatives (1) MR. PIYUSH KUMAR DHANDHANIA, son of Binod Kumar Dhandhanian and Director (2) MRS. PRIYANKA TARAFDER, wife of Rajesh Tarafder (the Promoters herein), jointly entered into a registered Development Agreement dated 17<sup>th</sup> day of August, 2022 to construct, erect new residential building on the said property under certain share of ratio in between them and other terms and conditions mentioned therein, which was duly registered in the office of the D.S.R. – III, at Alipore and recorded in Book No. I, Volume No. 1603-2022, Page From 447507 to 447548, Being No. 160312825 for the year 2022.

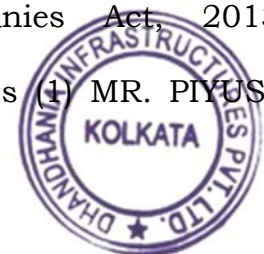
(xii) The said Dipankar Jaiswal (the Owner herein) duly execute a registered Development Power of Attorney dated 17<sup>th</sup> day of August, 2022 unto and in favour of DHANDHANIA INFRASTRUCTURES PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 2013, represented by its Authorized representatives (1) MR. PIYUSH



KUMAR DHANDHANIA, son of Binod Kumar Dhandhanian and Director (2) MRS. PRIYANKA TARAFDER, wife of Rajesh Tarafder (the Promoters herein), to sale and transfer the Developer's Allocated portion with right to sign by attending any registration office of offices for the purpose to transfer the Developer's Allocation to the intending buyer or buyers, along with receiving the construction cost from the intending buyer or buyers as per their own choice and accord, which was duly registered in the office of the D.S.R. – III, at Alipore and recorded in Book No. I, Volume No. 1603-2022, Page from 468717 to 468737, Being No. 160312829, for the year 2022.

(xiii) During the promotion work on the said property, some typographical mistakes were found in the said Development Agreement, accordingly the said Owners and the aforesaid Developers decided to execute a Supplementary Development Agreement and a supplementary development Power of Attorney, without violation of the said registered Development Agreement and development Power of Attorney dated 17<sup>th</sup> day of August, 2022.

(xiv) In the meantime the sanctioned building plan has been already expired on 29/08/2022, subsequently the said DHANDHANIA INFRASTRUCTURES PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 2013, represented by its Authorized representatives (1) MR. PIYUSH



KUMAR DHANDHANIA, son of Binod Kumar Dhandhanian and Director (2) MRS. PRIYANKA TARAFDER, wife of Rajesh Tarafder, (the Promoters herein), have decided to apply for new sanctioned plan to be obtained from the Kolkata Municipal Corporation.

(xv) Accordingly the said Dipankar Jaiswal (the Owner herein) and the aforesaid DHANDHANIA INFRASTRUCTURES PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 2013, represented by its Authorized representatives (1) MR. PIYUSH KUMAR DHANDHANIA, son of Binod Kumar Dhandhanian and Director (2) MRS. PRIYANKA TARAFDER, wife of Rajesh Tarafder, (the Promoters herein), jointly entered into a registered Supplementary Agreement dated 21<sup>st</sup> day of July, 2023 for the smooth and perfect construction on the said property with right to sale and transfer the Developer Allocated Portion, which was duly registered in the office of the D.S.R. – IV, at Alipore and recorded in Book No. I, Volume No. 1604-2023, Page from 283897 to 283929, Being No. 160409129, for the year 2023.

(xvi) The said Dipankar Jaiswal (the Owner herein) duly execute a registered Supplementary Development Power of Attorney unto and in favour of DHANDHANIA INFRASTRUCTURES PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 2013, represented by its Authorized



representatives (1) MR. PIYUSH KUMAR DHANDHANIA, son of Binod Kumar Dhandhanian and Director (2) MRS. PRIYANKA TARAFDER, wife of Rajesh Tarafder, (the Promoters herein), for the purpose to allotted the intending buyer or buyers of flats, car parking space from the their allocated portion with right to sign and dispose their allocated portion, which was duly registered in the office of the D.S.R. – IV, at Alipore and recorded in Book No. I, Volume No. 1604-2023, Page from 283848 to 283874, Being No. 160409132, for the year 2023.

- B. By way of aforesaid registered Development Agreement and Supplementary Development and Development Power of Attorney and Supplementary Development Power of Attorney, the Owner have granted and the Promoters have acquired absolute right to develop the said land and to carry out the sale and transfer of the Apartment and to collect the entire sale proceeds and to execute the transfer documents and to register the same for and on behalf of the Owner.
- C. The said land is earmarked for the purpose of building of residential building complex comprising of multi-storied apartment, parking spaces and other amenities facilities and infrastructure and the project shall known as Meera Residency-I (“Project”).
- D. The Kolkata Municipal Corporation has granted the sanction to develop the project vide Building Permit No. dated 2023160334 dated 17-10-2023 in respect of the said Land and such building permit is



fully valid and in full force and the necessary formalities thereafter have been duly complied and the Kolkata Municipal Corporation has granted the commencement certificate to develop the project dated \_\_\_\_\_.

- E. The Promoters have registered the project under the provisions of the Real Estate Regulation and Development Act 2016 and the Rules framed hereunder with the concerned Real Estate Regulatory Authority vide Registration No. \_\_\_\_\_.
- F. By a registered Agreement dated \_\_\_\_\_ registered with \_\_\_\_\_, in Book No. \_\_\_\_, Volume No. \_\_\_\_\_-\_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_, for the year \_\_\_\_\_, the Allottee has agreed to purchase **ALL THAT** the Apartment described under **SECOND SCHEDULE** below in lieu of the total consideration as set out under **SECOND SCHEDULE** hereunder written.
- G. The Allottee has in terms of his/her Agreement for Sale has made full payment of the consideration and has called upon the Promoters to execute and register the Conveyance in respect of the said Apartment.
- H. The Allottee has taken complete inspection of the said Apartment and the said new building block wherein the same is situated and Promoter is fully satisfied with the layout, location, workmanship,



measurement and the amenities provided and the Allottee has no manner of grievance whatsoever.

**NOW THIS DEED WITNESSETH AS FOLLOWS:-**

That in consideration of the said agreement and in further consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only well and truly paid by the Purchaser/Allottee to the Promoters at or before execution of these presents in terms of the said Agreement for Sale (the receipt whereof the Promoters doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the Promoters doth sell transfer convey assure and assign unto and to the Purchaser/Allottee **FIRSTLY ALL THAT** the Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square Feet carpet area (super built up area has been determined \_\_\_\_\_ Square Feet more or less), on the \_\_\_\_\_ Floor, of the complex known as “\_\_\_\_\_” at the said Premises as shown on the plan of the said Floor bordered RED thereon **AND SECONDLY ALL THAT** the undivided proportionate share in and out of all the common parts portions area (except those specifically retained by the developer) (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND THIRDLY ALL THAT** the undivided proportionate share or interest in the land comprised in the said premises described under the **FIRST SCHEDULE** hereto attributable thereto (hereinafter collectively referred to as the said Apartment particularly mentioned and described in the **SECOND SCHEDULE** hereunder written)



TOGETHER WITH the right to use the common parts, portions, areas installations and facilities in the common with the other co-purchaser and the promoter and the other lawful occupants of the building as set out under the **THIRD SCHEDULE** hereto FURTHER TOGETHER WITH the liberty or facility to park \_\_\_\_\_ medium sized car in the car parking area to be designated by the Promoter and if allotted to the Allottee only if available BUT EXCEPTING AND RESERVING such rights easement quasi-easements privileges reserved for any particular Apartment and/or the Promoters/holding organization and facility managers respective agents appointed by them (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) AND **TOGETHER WITH** all easements and quasi-easements and provisions in connection with the beneficial use and enjoyment of the said Apartment (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said Apartment hereby sold transferred and conveyed and every part or parts thereof unto and to the use of purchaser SUBJECT TO due performance of and compliance with the Restrictions/house rules (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) and also subject to purchaser making payment of the common area maintenance charges /common expenses and other charges payable in respect of the said Apartment (such maintenance charges and common expenses as may be decided and demanded to the promoter or its agents and facility manager appointed by them and to the holding organization and/or their respective





agents upon the maintenance being handed over by the developer to the holding organization.

1) **AND THE PROMOTERS DO TH HEREBY COVENANT WITH THE PURCHASER** as follow:-

- A) THAT notwithstanding any act deed matter or thing whatsoever by the Promoters or the owner done or executed or knowingly suffered to the contrary the Promoters are now lawfully rightfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said Apartment as described under the **SECOND SCHEDULE** hereto and hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same, save those as specifically provided hereunder.
- B) THAT notwithstanding any act deed or things whatsoever done as aforesaid the Promoters now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.



- C) THAT the said Apartment hereby sold, granted and conveyed or intended so to be is now free from all claims demands encumbrances liens attachments Lis Pendens, debuttar or trusts made or suffered by the Promoters or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Promoters.
- D) THAT the Allottee shall and may at all times hereafter peacefully and quietly hold possess and enjoy the said Apartment hereby receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Promoters or any person persons having or lawfully or equitable claiming as aforesaid.
- E) THAT the Allottee shall be freed cleared and absolutely discharges saved harmless against all estates charges encumbrances liens attachments Lis Pendens, debuttar or trust or claims and demands whatsoever created occasioned or made by the Promoters or any person or persons having or lawfully or equitably claiming as aforesaid.
- F) AND FURTHER THAT the Promoters and all persons having or lawfully or equitable claiming any estate or interest in the said Apartment hereby or any part thereof through under or in trust for the promoter/owner shall and will from time and all times hereafter at the request and cost of the Allottee make do and



execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Apartment and every part thereof unto and the use of the purchaser in the manner as aforesaid as shall or may be reasonably required.

G) THAT the Promoters have not at any time done or executed or knowingly suffered or been party to any act or thing save and except consent to any home-loan bank or financial institution for granting home loans to various Apartment purchasers and whereby and where under the said Apartment hereby granted, transferred and conveyed or expressed so to be or any part thereof can may be impeached encumbered or affected in title or otherwise.

3. **AND THE PURCHASER/ALLOTTEE SHALL TO THE END AND INTEND THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREINAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT HEREBY CONVEYED HEREBY COVENANT WITH THE PROMOTERS** as follows:-

a) THAT the Allottee and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions/house rules regarding the user of the



Apartment and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written.

- b) THAT the Allottee shall within six months from the date of execution of these presents at his/her their cost shall apply for obtaining mutation of their names as the owner and until the said Apartment is not separately assessed the purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed by the promoter and upon formation of the holding organization by such holding organization without raising any objection whatsoever.
- c) THAT the Allottee shall at all times from the date of possession as mentioned the letter of possession be liable to pay and regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building taxes, water tax, urban land tax, if any, GST and other levies impositions and maintenance and outgoings (hereinafter referred to as the rates and taxes which may from time to time be imposed or become payable in respect of the said Apartment and proportionately for the building as a whole and proportionately for the common parts and portions and until the mutation is effected in the names if the Allottee(s), the



Allottee shall be liable to make payment of the proportionate share of such Rates and Taxes to the Promoter.

4. **AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- a) THAT the undivided share in land comprised in the said premises and the proportionate share in common parts and portion hereby sold and transferred and attributable to the said Apartment shall always remain impartible.
- b) THAT right of the Allottee shall remain restricted to the said Apartment and proportionate share or interest in the common parts, portions, areas, facilities and /or amenities comprised in the said complex.
- c) The Allottee on payment of deposit to CESC directly can obtain the meter and the Allottee further agrees to make payment of the proportionate electricity charges regularly and punctually for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or however on and for the date of presence of the Apartment.
- d) As from the deemed date of possession as mentioned in the possession letter the Allottee shall regularly and punctually make payable of the maintenance charges/ common expenses



(more fully described in the eight schedule herein under stated) payable in respect of the said Apartment to the promoter/facility manager/agents appointed by the promoter and to the holding organization upon the maintenance being handed over to them by the promoter. Such charges shall be made applicable by the vendor/ holding organization/facility manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.

- e) The Allottee acknowledges that regular and timely payment of the maintenance charges is a "must" and non-payment thereof is likely to adversely affect the interest of the other owners and / or occupiers of the said building and that non- payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and as such in the event of any default on the part of the Allottee in making payment of such maintenance charges then and in that event without prejudice to any other right which the developer and upon formation of the holding organization, the promoter and/or holding organization as the case may be shall be entitled to and hereby authorized;
- i) to disconnect the supply of water.
- ii) to disconnect the supply of electricity.



iii) to prevent the use of lift.

And the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% per month and the Allottee hereby further waives the right for service of notice in the event of any default in non- payment of such maintenance charges.

f) Upon sale and transfer of the apartment constructed spaces and allotment of car parking by the promoter, the promoter of the various apartments constructed spaces and car parking shall from a holding organization/syndicate/management company / society/association (hereinafter referred to as the holding organization) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the Allottee hereby commits himself/herself/themselves/itself to become a member of such holding organization and to make payment of the maintenance charges to such holding organization regularly and punctually and shall also observe the rules and regulations which may be framed by such holding organization.

## 5. **GENERAL**

5.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the



promoter/holding organization shall be entitled to appointment of a facility manager and the Allottee hereby consents to appointment of a facility manager and in the event of such facility manager being appointed the purchaser shall regularly and punctually make payment of the maintenance charges as more fully described in the Eighth Schedule hereunder written and other amounts including the proportionate share of the remuneration which may be required to be paid to such facility manager.

5.2 The Allottee their licensees or his nominees will also hold, use and enjoy the said Apartment strictly subject to the easement and rights reserved and/or granted as per the FIFTH SCHEDULE hereto and subject to the due observance and performance of the House Rules and Restrictions as to the user and/or enjoyment set out under the SIXTH SCHEDULE hereto.

5.3 The said housing complex shall always be known as "MEERA RESIDENCY" and the Apartment Holders shall not be entitled to change the name at any time in future.

## 6. **ENFORCEMENT OF THE CONVENANTS**

6.1 The covenant regarding payment of maintenance charges / common expenses and regarding use of the common parts and portions and observance of house rules as laid down in the





SIXTH SCHEDULE hereunder written, is for mutual benefit of all Apartment Holders owners and in the event of any default on the part of the Allottee in making payments of the proportionate share of maintenance charges to the promoter/holding organization or facility manager/ agent appointed by them then in that event the promoter/holding organization shall be entitled to disconnect then supply of electricity, discontinue the supply of water or prevent the use of lift or discontinue generator services. It is hereby agreed and declared by and between the parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the Apartment Holders owners in the event of any default on the part of the Allottee in performing the obligations in terms of this deed the promoter/ holding organization and/or any of the Apartment Holders shall be entitled to enforce the same.

7. **RESERVATION & SUPERCESSION**

7.1 This deed supersedes all writing, understandings, agreement, brochures and any other agreement between the parties hereto and to the Allottee agrees not to rely on the same save and except the applicable covenants of the said agreement for sale of the Apartment.



- 7.2 The right of the Allottee shall remain restricted to the said Apartment and common area and portions and in no event the Allottee shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the building and the said premises. Promoter shall be entitled to sell and transfer the said open spaces by way of open car parking/ two wheeler parking zones or area.
- 7.3 It is clearly understood and envisaged that the Promoter shall always be entitled to use and utilize the side open spaces for any of its purposes including to create car parking and vehicle zones in the side open spaces and to sell the car parking areas and spaces independently whether such open car parking spaces have been officially sanctioned or not and the Allottee undertakes not to make or raise any objection thereto.
- 7.4 The Allottee covenants that the Allottee and/or association shall not at any point of time object or oppose the use of the roof by the Promoter, its licensee and/or any other users and occupiers of the commercial area for installation, upkeep and/or maintenance of antenna and/or v-sat towers etc.
- 7.5 The Allottee covenants and agrees that the Allottee signally and/or in unison with any other Apartment Holder at the said complex shall not object to the Promoters right to use, convert, utilize the roof or any part of it and/or the open terraces



appurtenant to any Apartment for the purpose of creating, installing of a private terrace garden or a pent house etc. as per the Plan inspected by the Authority.

**FIRST SCHEDULE ABOVE REFERRED TO**

**(Said Land)**

**ALL THAT** piece and parcel of Bastu Land measuring an area of **07** Cottahs, **07** Chittacks and **00** Square Feet be the same a little more or less, lying and situated at Mouza – Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi Nos. 1-6, 8-10 & 12-16, comprised in R.S. Dag No. 2550 (Portion), appertaining to R.S. Khatian No. 400, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 31, Nabapally Main Road, under Ward No. 143, Post Office - Joka, Police Station - Haridevpur, Kolkata - 700104, under Municipal Ward No. 143, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 – Paraganas, having Assessee No. 711431701101, along with all rights, paths, passages, ways, easement right and interest thereon and the said premises, being butted and bounded in the following manner:

- ON THE NORTH** : 8' Feet Wide Common Passage;  
**ON THE SOUTH** : 25' Feet Wide Nabapally Road;  
**ON THE EAST** : Land of Raj Kumar Shaw;  
**ON THE WEST** : Land of Sudhir Lal Patra.



**SECOND SCHEDULE ABOVE REFERRED TO**

Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ Floor, of Meera Residency-I, having super built-up area \_\_\_\_\_ (for the purpose of calculating maintenance charges only) Square Feet more or less, corresponding to Carpet Area \_\_\_\_\_ Square Feet more or less, with right to park 1 (One) two-wheeler space (included in the price), and 1 (One) Covered Car Parking Space(Optional) to be allotted in due course comprised in the building named "MEERA RESIDENCY-I" constructed on Said Premises, described in the Schedule - A above together with undivided proportionate share of the land underneath the building block together with right to use the common area, amenities and facilities more fully mentioned in THIRD SCHEDULE below, of the Project being butted and bounded in the following manner:

**ON THE NORTH :**

**ON THE SOUTH :**

**ON THE EAST :**

**ON THE WEST :**



**THIRD SCHEDULE ABOVE REFERRED TO**  
(COMMON AREAS, AMENITIES & FACILITIES)  
(FOR THE PROJECT)

1. The foundation columns beams supports corridors lobbies stairs, stairways landings entrances exists and pathways driveways.
2. Drains and sewers from the premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Apartment to drains and sewers common to the premises.
4. Toilets and bathrooms for use of gatekeepers, drivers, maintenance staff of the premises.
5. Boundary walls of the premises including outer side of the walls of the building and main gates.
6. Water pump and motor with installation and room therefore.
7. Overhead tanks and underground water reservoirs, water pipes and other common plumbing installations.
8. Electrical wiring, meters and fittings and fixtures for lighting the staircase, lobby, and other common areas (excluding those as are stalled for any particular unit) and spaces required therefore.
9. Windows/doors and other fittings of the common area of the premises.
10. Lifts and its accessories, installations and spaces required therefore.
11. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to use and occupancy of the Apartments and as are specified by the Owners/Developers expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can



always be used or allowed to be used by the Vendor for different purposes.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Rights, Easements, quasi- easements reserved unto the Promoter)**

The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted out of the sale and be reserved unto the vendor but shall be transferred to the Holding Organization.

1. The right in common with the Allottee and/or other person or persons entitled to the other Apartment and/or other parts of the Building for the use and enjoyment of other Apartment and/or the common portions respectively owned.
2. The rights' of passage in common with the Allottee and other person or persons as aforesaid of gas, if any electricity, telephone and water from and to any part of the said Building through or over the said Apartment and/or the land and the Building as may be reasonably necessary for the beneficial use and occupation of the other Apartments or portions of the said land and building for all purpose whatsoever.
3. The right of protection of other portion or portions of the said building and all parts of the said Apartment so far as they now protect the same.



4. The right as might otherwise become vested in the Allottee by means of any structural alteration to the said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other parts or parts of the said building.
5. The right of the Promoter and/or occupiers of other part or parts of the said building for the purpose of ingress to and egress from such other part or parts of the said Building, the front entrance, the tube wells, transformers, staircases, lift, open and spaces and other common portions.
6. The right with or without workmen and necessary materials to enter upon from time to time the said Apartment for the purpose of repairing so far as may be necessary such pipes, drains and wires conduits and other common portion as aforesaid provided.

**FIFTH SCHEDULE ABOVE REFERRED TO**

1. The Allottee will be entitled to all rights privileges, vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment and the properties appurtenant thereto usually held, used, occupied or enjoyed or reputed to be known as part or parcel thereof or appertaining thereto which are herein more fully specified EXCEPTING AND RESERVING unto the vendor the rights, casements



and quasi-casements privileges and appurtenances more fully described in FOURTH SCHEDULE hereto.

2. The rights of access and use in common with the Promoter and/or the occupiers of Apartment at the Building, their servants, agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the said Apartment such as drains, wires and conduits and for the purpose of repairing or clearing any part or parts of the said Apartment and/or common parts in so far as such repairing, repainting or cleansing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emerging situation upon giving 48 hours previous notice in writing of the purchaser's intention to do so written to the Association and other persons affected thereby.
3. The Allottee may at the sole discretion of the Promoter be allowed to use and enjoy the facility and/or privilege to park \_\_\_\_\_ medium sized car in the open or covered car parking area (to be designated as the car park area by the Promoter) at the said Premises and if allotted by the Promotor in writing and not otherwise.

**SIXTH SCHEDULE ABOVE REFERRED TO**  
**(RESTRICTIONS/NEGATIVE COVENANTS/HOUSE RULES)**

In connection with the use and enjoyment of the said Apartment the purchaser shall be obliged:





- a) Not to throw any rubbish or store any offensive, dangerous combustible goods in the common parts or in the Apartment;
- b) Not to carry on any obnoxious, injurious, noisy, offensive, illegal or immoral activity in the said Apartment;
- c) Not to cause any nuisance or annoyance to the co-owners and/or occupiers of other portions of the said Building;
- d) To use or allow the use of the said Apartment for quiet and decent purposes;
- e) Not to use or permit the same to be used for any guest house, boarding and lodging house, restaurant, nursing home, meeting place, club, manufacturing or processing work, hobby center;
- f) Not to raise any object in the event the promoter exercises its right to erect one or more floor or floors or other structures in or upon the roof the said building;
- g) Not to store or permit to be stored any materials in the common portions, lobbies, stair cases and other parts of the said building;
- h) Not to undergo any structural changes of the said Apartment in any manner which causes any damage to the structural stability of the building, in terms of load bearing capacity pursuant to such changes



if any however under all circumstances with necessary permission of Kolkata Municipal Corporation;

- i) Not to park or permit to park any car or vehicle in the common passages or driveways, without written permission of the vendor;
- j) Not to decorate or paint or otherwise alter the exterior of the said Apartment and/or common parts of the said building in any manner save in accordance with the general scheme thereof as permitted in writing by the vendor or the Holding Organization;
- k) Not to hang or display any clothes or articles in the veranda/balcony or in the windows or in such manner as may be visible from outside;
- l) Not to do anything whereby the other co-owners are obstructed in or prevented from enjoying quietly and exclusively of their respective Apartments and parking spaces and jointly of the common parts;
- m) Not to claim any right in any part of the Building or the land save as be necessary for ingress and egress of men, materials, utility, pipe, cables and lines to the said Apartment and in particular not to claim any right to any parking space or terrace or any other space or place save as has been expressly granted;
- n) Not to obstruct in any manner in raising further storey or making other constructions or transferring any right in or on the land or



building or other spaces or parking spaces or new constructions therein;

- o) Not to display or affix any neon sign or sign board on any outer walls of the Building or the said Apartment or in common parts save to the extent and at places specified from time to time;
- p) Not to claim any partition or sub-division of the land or the common parts and not to partition the Apartment by metes and bounds except with the permission in writing of the vendor;
- q) Not to claim any right over the roof/terrace and/or parking spaces and over and in respect of other open spaces not being transferred to the purchaser and the vendor shall have the full and absolute right to deal with and/or to transfer the same, without any objection from the purchaser or any person claiming through them;
- r) To keep the said Apartment in a good state of repairs and conditions and to carry out necessary repairs or replacements as and when required;
- s) To observe such other rules and regulations as may be necessary or be made applicable for the use of the Apartment or for the common parts or portions by the vendor and by the Holding Organization.
- t) Not to cause any noise, or air or sound pollution or any other kind of mischief.



**IN WITNESS WHEREOF** the Parties have executed this Deed of Conveyance the day, month and year first above written.

**EXECUTED AND DELIVERED:**

by the PROMOTER at Kolkata in

Presence of: -

**WITNESSE:**

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**SIGNATURE OF THE PROMOTER**

**EXECUTED AND DELIVERED:**

by the ALLOTTEE at Kolkata in

Presence of: -

**WITNESSE:**

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**SIGNATURE OF THE ALLOTTEE**

Drafted by:

Advocate



**MEMO OF CONSIDERATION**

**RECEIVED** by the Promoter from the Allottee the following sum of money from time to time in terms of the Agreement for Sale.

<b>Cheque Nos.</b>	<b>Dated</b>	<b>Drawn On</b>	<b>AMOUNT (Rs)</b>
			Rs. /-
		<b>Total</b>	Rs. /-

(RUPEES \_\_\_\_\_) ONLY

\_\_\_\_\_  
**SIGNATURE OF THE PROMOTER**

