

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of , Two Thousand and Twenty Three (2023)

BETWEEN

(1) SMT. GITA ACHARYA, (AADHAAR: 5354 1802 2067), (PAN: BIHPA1718D), (MOBILE: 90071 58213), W/o Late Pannalal Acharya, by faith:Hindu, by Nationality:Indian, by Occupation: Service (Retired) (2) SMT. DURGA ACHARYA, (AADHAAR: 4077 2731 2529), (PAN: AWNPA3578L), (MOBILE: 97483 73713), W/o Late Sankarlal Acharya, by faith:Hindu, by Nationality:Indian, by Occupation: Teacher (Retired), (3) SRI DIPANKAR ACHARYA, (AADHAAR:3944 9069 1247), (PAN:AORPA9738A), (MOBILE:70860 15748), Son of Late Sankarlal Acharya, by faith:Hindu, by Nationality:Indian, by Occupation:Service all residing at 18/43, Dover Lane, Ward No.86, P.O.-Previously Gariahat, now Dover Lane, P.S.-Gariahat, Kolkata-700 029, hereinafter called the 'OWNERS'. The Vendor is hereby represented by constituted Attorney of **SRI KAMAL DAS, (AADHAAR:7644 1573 2461), (PAN:ADWPD1069K), (MOBILE:98300 24077), S/o. Late Taraklal Das, by faith-Hindu, by profession-Business, residing at 7/1-A, Hazra Road, 'Edcons Chamber', P.O.-Kalighat, P.S.-Bhowanipur, Ward No.73, Koikata-700 026 of the FIRST PART.**

AND

(1) SRI....., (AADHAAR:.....), (PAN:.....), (MOBILE:.....), S/o Mr....., by faith:Buddhist, by Nationality:Indian, by Occupation:Service, (2) SRI....., (AADHAAR:.....), (PAN:.....), (MOBILE:.....), S/o,, by faith:Buddhist, by Nationality:Indian, by Occupation:Service, presently both are residing at....., hereinafter referred to as the 'PURCHASERS' (which expression shall unless excluded by or repugnant to the context be deemed to include her respective heirs, executors, administrators, legal representatives and assigns)of the **SECOND PART**

AND

'SPANDAN INFRA PROJECTS LLP', (PAN:AEHFS1104C), (LLP Identification No. AAU-5715) a limited liability partnership constituted under Section 23(4) of Limited Liability Partnership Act, 2008, having its registered office at Premises No.7/1-A, Hazra Road, 'EDCONS CHAMBER', P.O.-Kalighat, P.S. Bhawanipore,

Kolkata 700 026 and Premises No.70-B/1, Selimpore Road, Spandan Tulip, 3rd floor, Dhakuria, Kolkata-700 031 represented by its partners **(1) SRI KAMAL DAS, (AADHAAR:-7644 1573 2461), (PAN:ADWPD1069K), (MOBILE:98300 24077)** Son of late Taraklal Das, by faith-Hindu, by Nationality-Indian, by Occupation-Business and **(2) Ms. DEVOLINA DAS (AADHAAR:7151 1680 7668), (PAN:CLWPD4411P), (MOBILE:86973 06025)**, Daughter of **SRI KAMAL DAS**, by faith:Hindu, by Nationality:Indian, by Occupation:Business, both residing at 76/1, Selimpore Road, 'Debarati Apartment', 2nd & 3rd floor, Kolkata-700 031, hereinafter called referred to as the '**DEVELOPER**' (which expression shall unless excluded or repugnant to the context be deemed to include its successor-in-office and assigns) of the '**THIRD PART**'.

WHEREAS Dr. Tinkari Acharya since deceased purchased the piece and parcel of land being Plot No.43 & 44 in the Development Scheme of the Premises No.18, Dover Lane as prepared by M/s. Talbot and Company and containing an area of 5 cottah 15 chittacks 11 sq. ft., more or less formed out of the said Premises No.18, Dover Lane (formerly No.47/3 and 47/4, Gariahat Road and Premises theretofore Nos.2 & 2/1, Dover Lane) within the Municipal Limits of Registrar of Assurance, Calcutta, Sub-Registry office formerly Sealdah, now Alipore, P.S.-Ballygunge, now Gariahat, Dihi-Panchannagram, Division-VI, Sub-Division-P, Mouza-Ballygunge and comprised in Holding No.376 (formerly No.239), District 24 Parganas from William Requinald Tapper, Administrator to the estate of Larr Lazarous Phillips under and by virtue of a Deed of Conveyance which was registered in the office of Sub-Registrar at Sealdah, vide its Book No.I, Volume No.33, Pages 231 to 241, Being No.1860 for the year 1938 and took the physical possession therein.

AND

WHEREAS while thus seized and possessed of the said land and Premises absolutely and free from all encumbrances by erecting a building and a garage the said Dr. Tinkari Acharya mutated his name in the records of the Calcutta Municipal Corporation and the said land and Premises No.18, Dover Lane were subsequently separately assessed and numbered as Premises No.18/43, containing an area of land measuring about 3 cottah 13 chittacks 11 sq. ft. together with a two (2) storied building and Premises No.18/44, Dover Lane containing an area about 2 cottahs 2 chittacks of vacant land together with a garage.

AND

WHEREAS the said Tinkari Acharya while thus seized and possessed of and/or otherwise well and sufficiently entitled to the said land, building and Premises died intestate on the 26th day of April, 1970 leaving behind him, surviving at the time of his death, his two (2) sons, namely Sri Pannalal Acharya and Sri Sankarlal Acharya respectively and four (4) daughters namely Smt. Sovana Bakshi (nee Acharya), Smt. Surekha Choudhury (nee Acharya), Smt. Sunila Acharya and Smt. Pratima Sanyal (nee Acharya) respectively, his wife being predeceased him on the 17th day of November, 1959.

AND

WHEREAS after the demise of the said Tinkari Acharya as per provision of law of Hindu Succession, all the rights, title and interest of the said Tinkari Acharya since deceased in the said two (2) properties automatically devolved upon his said heirs jointly and each of them thus acquired undivided 1/6th share of the said properties.

AND

WHEREAS the said Pannalal Acharya who was issueless, died intestate leaving behind his wife Smt. Gita Acharya as his only heir, legatee and/or successor who being the only heir of the said Pannalal Acharya, since deceased thus acquired his undivided 1/6th share in the said two (2) Premises i.e. 18/43 & 18/44, Dover Lane, Kolkata-700 029.

AND

WHEREAS the said Smt. Sovana Bakshi (nee Acharya), died intestate on 06.09.1997 whose Husband predeceased her, leaving behind her only daughter Smt. Shanta Chakraborty as her only heir, legatee and/or successor who being the only daughter of Smt. Sovana Bakshi, since deceased, thus acquired her undivided 1/6th share in the said properties i.e. in the said two (2) Premises.

AND

WHEREAS the said Smt. Surekha Choudhury (nee Acharya) died intestate on 08.09.1999 whose Husband predeceased her, leaving behind her one (1) daughter Smt. Sujata Bhattacharjee and two (2) sons Sri Prasanta Choudhury and Sri Prabal Choudhury as her only heirs, legatees and/or successors and they being the only heirs of Smt. Surekha Choudhury, since deceased, thus jointly acquired her undivided 1/6th share in the said properties i.e. in the said two (2) Premises.

AND

WHEREAS with a view to develop the Premises No.18/44, Dover Lane by constructing a building thereat, the parties herein applied for and got a plan sanctioned by the Calcutta Municipal Corporation vide Plan No.147 dated 25.01.1997 and subsequently they constructed a **(G+3)** storied building by appointing Sri Sekhar Roy as Developer/Promoter in terms of a Development Agreement dated 17.05.1996.

AND

WHEREAS the parties of the one and other part being the absolute and *bona fide* Owners by virtue of inheritance and while they seized and possessed of the above two (2) Premises jointly, it is found inconvenient in enjoyment of two (2) Premises jointly and felt expedient to make the said two (2) Premises partitioned for convenient use and enjoyment and thereby it is settled amongst the parties of the one and other part that Premises No.18/43, Dover Lane shall be held and enjoyed by the party of the one part and the Premises No.18/44, Dover Lane together with three (3) car parking spaces shall be held and enjoyed by the party of the **OTHER PART.**

AND

WHEREAS for more convenient and exclusive possession and better use, occupation and enjoyment of the divided portion and to avoid future dispute and complication, the heirs and successors of the said Smt. Gita Acharya had entered into a Deed of Partition dated 30.10.2000 registered in the office of the ADSR at Alipore, 24 Parganas (South) and recorded in Book No.I, Volume No.151, Pages 147, Being No.4088 for the year 2000 by virtue of which the said (1) Gita Acharya, Wife of Late Pannalal Acharya, the said (2) Sankarlal Acharya (since deceased) Son of Late Dr. Tinkari Acharya and the said (3) Sunila Acharya (since deceased) Daughter of Late Dr. Tinkari Acharya being the parties of the First Part in the said registered Deed of Partition dated 30.10.2000 were allotted all that the piece and parcel and Premises measuring an area of 3 cottahs 13 chittacks 11 sq. ft. more or less, together with a 62 years old two (2) storied building measuring about 900 sq. ft. in each floor with all easement rights thereto lying and situate at Premises No.18/43, Dover Lane, P.S.-Gariahat, Kolkata-700 029 within the limits of **KMC** Ward No.86, together with a car parking space measuring about 100 sq. ft. in the new building at Premises No.18/44, Dover Lane, Kolkata-700 029 as

shown in the map annexed therewith and bordered with Red colour, more fully and particularly described in the First Schedule written hereunder and thereafter the said (1) Gita Acharya, Wife of Late Pannalal Acharya, the said (2) Sankarlal Acharya, (since deceased), Son of Late Tinkari Acharya and the said (3) Sunila Acharya (since deceased), Daughter of Late Dr. Tinkari Acharya had mutated the First Schedule property in their names in the record of **KMC** Assessee No.110860500875.

AND

WHEREAS upon demise of the said Sankarlal Acharya intestate on 27.02.2015, leaving behind his share of 1/3, Wife Durga Acharya and son Sri Dipankar Acharya as his only legal heirs. They acquired the undivided proportionate share of 1/6 and 1/6 respectively, right and interest in the First Schedule property (18/43, Dover Lane) and seized and possessed on the same.

AND

WHEREAS upon demise of the said Sunila Acharya on 27.11.2019 intestate, the unmarried Daughter of the said deceased Dr. Tinkari Acharya, the said Dipankar Acharya being the only legal heir and successors of the said deceased Sunila Acharya inherited 1/3rd undivided proportionate share of right and interest in the First Schedule (18/43, Dover Lane, Ward No.86, P.S.-Ballygunge, now Gariahat, Kolkata-700 029) property and seized and possessed of the same and Dipankar Acharya is the absolute Owner of 1/3 share of Sunila Acharya.

AND

WHEREAS Smt. Gita Acharya acquired 1/3, Smt. Durga Acharya acquired 1/6 and Sri Dipankar Acharya acquired half (½) (1/6th property of Sankarlal Acharya and 1/3 property of Sunila Acharya) portion share of the said property, 18/43, Dover Lane, containing an area of 3 cottahs 13 chittacks 11 sq. ft., Ward No.86, P.O.-Dover Lane, P.S.-Gariahat, Kolkata-700 029.

AND

A. The Owner and/or their predecessor have entered into agreements hereinafter referred to as the **DEVELOPMENT AGREEMENT** details whereof appear in the **FIRST SCHEDULE** hereunder written granted the exclusive right of the development of the said Premises unto and in favour of Development herein for the consideration and in the manner as is contained and recorded therein.

B. The Developer herein has, at its own costs, prepared the map and obtained the Building Permit No.2022080097, Borough X dated 01.11.2022 (hereinafter referred to as the said Plan) approved by the **KMC**.

C. It was expressly provided under the said Development Agreement that in order to enable the Developer to receive all costs charges and expenses including the cost of developments the Developer shall be entitled to the entire Developer's Allocation as is contained and recorded therein and the said Developer Allocation will remain under the exclusive control and domain of the Developer with the intent and object that by procuring the buyers of Developer's Allocations or any part thereof the Developer shall be entitled to receive realize and collect all the moneys spent by the Developer shall be entitled to enter into agreements for sale or transfer in respect of the "Developer's Allocation or any part thereof and shall be entitled to receive the amount directly in its own name.

D. The Purchasers has now approached the Developer to sell and transfer out of the Developer's Allocation in terms of the said Development Agreement **ALL THAT** the said flat which is more fully and particularly described in the **THIRD SCHEDULE** hereunder written at or for the total consideration and on the terms and conditions as are contained and recorded hereinafter.

E. Registered Power of Attorney done on 20th May 2022, sub-Register office of the D.S.R.-V Alipore West Bengal, Registered in Book-I, Volume No.1630-2022, Page from 123593 to 123649, being No.163003014 for the year 2022, by **SMT. GITA ACHARYA, Wife of Late Pannalal Acharya, SMT. DURGA ACHARYA Wife of Late Sankarlal Acharya and SRI DIPANKAR ACHARYA Son of Late Sankarlal Acharya** residing at 18/43, Dover Lane, Ward No.-86, P.O.- Dover Lane, P.S- Gariahat, Kolkata - 700029, hereinafter collectively referred to as the '**OWNER**' in favour of **SRI KAMAL DAS**, son of Late Taraklal Das, of 7/1-A, Hazra Road, 'Edcons Chamber', (Ground Floor), P.O.-Kalighat, P.S.-Bhowanipur, Kolkata-700 026 (hereinafter called '**THE ATTORNEY**').

F. Registered Development Agreement is done on 20.05.2022 by **SMT. GITA ACHARYA, Wife of Late Pannalal Acharya, SMT. DURGA ACHARYA Wife of Late Sankarlal Acharya and SRI DIPANKAR ACHARYA Son of Late Sankarlal Acharya** residing at 18/43, Dover Lane, Ward No.-86, P.O.- Dover Lane, P.S- Gariahat, Kolkata - 700029, hereinafter collectively refund to as the Developer in favour of '**SPANDAN INFRA PROJECTS LLP**' company within the meaning of the

companies Act 1956, presently having its registered office situated at 70-B/1, Selimpur Road, Spandan Tulip, 3rd Floor, Dhakuria Kolkata - 700031 and is herein represented by one of its Director **MR. KAMAL DAS** son of Late Taraklal Das, hereinafter called the **'DEVELOPER'**.

G. It being expressly mentioned herein that the total consideration amount has been paid to the Developer has in turn paid and/or incurred the amount of the sale price for acquiring the undivided proportionate share in the land by the Purchasers in respect of the said flat to and/or on account of the Vendor by way of constructing erecting and completing the entire Owner's Allocation in terms of the said Development Agreement.

H. At or before the execution of these presents purchasers have thoroughly satisfied themselves as to the title of vendor in respect of the said land and also inspect all drawing specifications areas and all other allied documents including the said plan relating to the said premises and the building constructed on the said premises as well as satisfied themselves in respect of the total super built up area in the said flat and the said building and the Flat is in complete accordance with the building sanctioned plan.

The Purchasers have also completely satisfied themselves to quality of materials and specifications used, the structural stability and quality of construction and workmanship which have been used in the said building and relating to the said premises entitled to rise any requisition and/or in any way dispute all or any of the aforesaid nor anything not particularly mentioned hereto and the Purchasers have got deed of conveyance upon full satisfaction of every nature whatsoever and/or howsoever on 'as is where is basis' and if there was any dissatisfaction earlier the same has been satisfied which is being testified by the execution of this Deed of Conveyance.

NOW THIS INDENTURE WITNESSTH THAT

In pursuance of the said Sale Agreement Flat No..... of the Floor **is same as Flat-... (..... Floor) as per typical sanctioned floor Plan No. 2022080097, Dated- 01.11.2022**, on the West, South, North facing side of the **(G+4)** and in consideration of the said @ **Rs...../- (Rupees..... only)** ad-measurement an area of about **sq. ft.** super built up be the same a little more or less, Cost of Flat of a sum of **Rs...../- (Rupees.....only)** at hereinafter referred to as the said Total Consideration Amount of the lawful

money of the Union of India well and truly paid by the Purchasers to the Developer as and by way of Sale Price for acquiring the said Flat (the receipt whereof the Developer doth hereby as also by the memo hereunder written admit and acknowledge to have received) the Vendors do hereby with the consent and concurrence of the Developer sell convey transfer assure and assign unto and in favour of the Purchaser **ALL THAT** the said Flat more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with the proportionate right title and interest in common areas portions and parts as comprised in the said building and also the right of free ingress in and egress out from the said Flat without any obstruction whatsoever or howsoever and is more fully and particularly described in the **THIRD SCHEDULE** hereunder written, maintenance/common expenses is more fully and particularly described in the **FOURTH SCHEDULE** hereunder written, TO HAVE AND TO HOLD the same unto the Purchasers herein absolutely and forever free from all encumbrances, trusts, liens, lisp ends and attachments **SUBJECT NEVERTHELESS** to the applicable easements or quasi easement and other stipulations and provisions in the connection with the beneficial use and enjoyment of the said flat mentioned in the **FIFTH SCHEDULE** hereunder written excepting and reserving unto and the Vendors and/or other person or persons deriving title under and/or through the Vendors such easements and quasi easements and the rights and privileges as are mentioned in the **SIXTH SCHEDULE** hereunder written and such restrictions contained in the **SEVENTH SCHEDULE** hereunder written and subject to payment of such common expenses mentioned in the **EIGHTH SCHEDULE** hereunder written **AND** it is hereby release relinquish and disclaim and transfer and assign all their respective right title interest claim or demand whatsoever or howsoever over and in respect of the said Flat unto and in favour of the Purchaser herein.

2. THE VENDORS AND THE DEVELOPER DO HEREBY CONVENANT WITH

THE PURCHASERS as follows:-

- a. The interest which the vendors doth hereby profess to transfer subsists and that the Vendors has good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure the said Flat hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchasers herein in the manner as aforesaid.

b. It shall be lawful for the Purchasers from time to time and at all material times hereinafter to enter into and upon and enjoy the said Flat and to receive the rents issues and profits thereof without any suit interruption claims or demands or disturbance whatsoever from by the Vendors herein or any person or persons claiming through under or in trust for them.

c. The said Flat is freed and discharged from against all manner of encumbrances whatsoever on its ownership.

d. The Vendors shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable act deeds conveyance matters and things whatsoever for further better or more perfectly assuring the said Flat unto and in favour of the Purchaser herein in the manner as aforesaid as shall or may be reasonably required.

e. The Vendor shall unless prevented by fire or some other inevitable accident from time to time at all material times hereafter upon every reasonable request and at the cost of the Purchasers make do produced to the Purchaser or their Attorney or agents at any trial commissions, examination or otherwise as occasion shall require all or any of the deeds documents and writings exclusively in respect of the said Premises if those in possession of the Vendors AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies of them as the Purchaser may requires and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-cancelled.

3. THE PURCHASERS BOTH HEREBY CONVENANT WITH THE VENDORS AND THE DEVELOPER AS A CONDITIONED PRECEDENT TO THE SALE IN ACCORDANCE WITH THIS DEED and having being satisfied as to all aspects and fallouts including the prevalent laws and bye laws as follows :-

a. The Purchaser herein so as to bind the Owners for the time being of the said Flat and so that this covenant shall for the benefit of the said building and other Flats therein and every part thereof hereby covenants with the Vendors and the Co-Owners of the other flats comprised in the said building that the Purchaser and all other persons deriving title under these presents shall use the said Flat for the purpose of decent purpose for which the same has been lawfully

constructed and shall and will at the material times hereafter observe the restrictions set forth in the **EIGHTH SCHEDULE** hereunder written.

b. The Purchasers herein shall at all material times on and from the date of the completion of the said Flat be liable to and agrees to regularly and punctually make payment of all Corporation Taxes, rates impositions, levies and all other outgoings, whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Flat until the said Flat is not separately assessed the Purchaser hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoing to the Developer in respect of the said Flat or the said Premises regularly and punctually.

c. To keep the said Flat and other party walls, sewers drains pipes, cables wires and particularly (without prejudice to the generally of the foregoing) so as to shelter support and protect the parts of the building other than the said Flat.

d. To make payment and contribute towards the proportionate part of share of the expenses and outgoing mentioned in the **NINTH SCHEDULE** hereunder written.

e. To permit the Vendors and the Developer and their survivors, agents with or without workmen and other at all reasonable times on **48 hours** prior notice to enter into and upon the Flat or any thereof for the purposes of repairing maintaining rebuild cleaning lightning and keeping in order and good conditions sewers drains cable water course gutter wires party structures or other conveniences belonging to or serving or used for the building and also for the purpose of lying down reinstating preparing testing drainage gas and water and electric wires and cable and for similar purpose.

f. The Purchaser have personally inspected the said Flat, in respect of the area, the specifications used the structural stability quality of construction and workmanship and have found that the said Flat is constructed as per the agreement and to the Purchaser's entire satisfaction and is in complete accordance with the building sanction plan and the price and other charges paid by the purchaser are as per agreement and to the Purchaser entire satisfaction. The areas, specifications, structural stability, quality of construction have also been got verified independently by the Purchasers through the Purchaser's own architect and engineer and they have certified the same to be fit and have also

gone through the sanctioned building plans and have found the said Flat to be constructed in accordance with the building sanctioned plan. The Purchasers have purchased and acquired the said Flat on 'as is where is' basis.

g. To keep the said Flat in good and substantial repair and (without prejudice to the generality of the form) as part of this sub-clause to keep the said Flat in good repairs as necessary to form such support and protection to the other parts of the building as they now enjoy.

h. To keep the said Flat and other party walls sewer drains pipes and entrances and main entrances exclusively serving the said Flat in good condition.

i. Not to make in the said Flat any structural additional and/or alterations to the beams, columns, partition walls etc. without the approval of the Developer and sanction of **KMC**, the Purchaser shall not erect or put up any false ceilings rafters or any article or thing which may or is likely to effect the structural stability by way of chiseling hammering grouting or any way otherwise.

j. Not to claim any right title interest claim or demand into or upon the Open Spaces around the said Building and comprised in the said Premises which shall remain the property of the Vendors/Developers who may deal with the same in any manner as they may at their absolute discretion think fit and proper including allot the same as open car parking spaces nor to claim any nature in the covered car parking spaces save and except if expressly therein.

k. The Purchaser are not desirous of acquiring any right over any covered car parking space in the said Premises have irrevocably relinquished the same and the Developer shall be entitled to and is hereby permitted to sell transfer and/or deal the same in any such manner as the Developer may at its absolute discretion think fit and proper including change the nature of the same as the Developer may its absolute discretion think fit and proper.

4. IT IS HEREBY FURTHER AGREED BETWEEN THE VENDORS THE DEVELOPER AND THE PURCHASERS as follows:-

a. That the Undivided proportionate share in the land wherein the said Flat situated and sold transferred conveyed transferred granted and assured in favour of the Purchasers herein shall always remain indivisible and impartible.

b. It is being expressly agreed and understood that in the event of the Developer making any additional or further construction on the said Premises or any part

thereof the proportionate area to be held by the Purchaser shall be proportionately reduced.

c. Subject to the said Flat the Purchaser herein shall not have any right title interest claim or demand of any nature whatsoever and/or howsoever into or upon all the other parts or portions of the said Building and the said Premises.

d. the nature of the building shall always remain to be '**SPANDAN LEGACY**' and the same shall not be charged and/or altered by the Purchaser or any other Purchaser and/or occupier under any circumstances whatsoever and/or howsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

ALL THAT the piece and parcel of revenue redeemed land admeasuring an area of **03 (Three) Cottahs 13 (Thirteen) Chittaks** i.e. 11 Sq. more or less lying situate at the Premise No. 18/43, Dover Lane, P.O.-Dover Lane, P.S.-Gariahat, Calcutta-700 029, Ward No.86, **butted and bounded as follows:-**

ON THE NORTH : Plot No.18/42 of the Development scheme

ON THE EAST : Premises No.18/44, Dover Lane

ON THE SOUTH : 16-S, Dover Lane

ON THE WEST : 40' (feet) wide Road

OR HOWSOEVER OTHERWISE the same area is was or were heretofore-butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said flat hereby sold)

ALL THAT the Flat No..... (.... floor) Floor is same as Flat-..... (..... Floor) as per typical sanctioned floor Plan No. 2022080097, Dated-01.11.2022, on the West, South, North side facing rare portion of the **(G+4)** of said New Building and containing by ad-measurement an area of about sq. ft. super built up be the same a little more or less consisting Two (2) Bed rooms, leaving cum dining, Kitchen, Two Toilets along with undivided proportionate impartible, indivisible variable share in the land upon which the building stands at the said Premises 18/43, Dover Lane, P.O.-Dover Lane, P.S.-Gariahat, Calcutta-700 029.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The Specification)

1. The building will be first class RCC framework and having outer wall of 8" thick first class traditional clay bricks and all partition walls of 5" thick in cement mortar as specified by the Architect.
2. Door frame in Malaysian Sal Wood.
3. Decorative colour Aluminium windows matching with elevation.
4. All toilets will have complete 1st Class chinaware western fittings made by **JAQUAR/PARRYWARE** International, high shower, hot and cold, made by Jaquar and geyser and exhaust fan Point provision, glazed tiles in bathroom up to a height of 6' (feet), towel stand, soap tray, shall be provided Layers of waterproof membrane will protect the ceiling and floor of each toilet from water seepage. Bathroom fittings will have **JAQUAR**, Commodes and Basin will be of **JAQUAR/PARRYWARE** International.
5. The apartments will have concealed wiring in PVC pipes Supreme as per ISI approved make, having adequate light points, etc. The electrical wirings should have adequate amperage capacity to take care of high current devices such as air conditioners, geysers, etc.
6. Kitchen will have granite finish working top and stainless steel sink. Tiles will be fitted up to a height of 3' (feet).
7. All open spaces such as balconies will have **RCC** railings as per design given by the Architect.
8. Cement will be Ambuja/UltraTech.
9. Adequate light points for general lightning will be provided and electrical wires should be copper wire like Finolex/Havells.
10. Proper boundary wall and boundary wall gate will be made as per design submitted by Architect.
11. Every apartment will have its own independent electric Havells mini-circuit breakers and control panels inside each flat and a meter at one common place as per **CESC** requirement.
12. Corporation water connection will be given at the new building.
13. Lift will be **OTIS/LT** made almost five passenger capacity. Main motor shall be made by sharp.
14. Switches will be of Legrand brand/Indo Asian.
15. Plaster of Paris/Putty treatment for all walls including common areas.
16. The common areas shall be provided with 2 coat any plastic paint.

17. Automatic electric tripping device to avoid overload will be provided separately for each flat.
18. Water reservoir ground storage tanks & concrete tanks on the roof will be provided.
19. Kirloskar/Crompton Pump will be provided to lift water to the roof tank for new building.
20. Necessary Security provision for main door of devices of Godrej make will be made **EPBX** facility.
21. Steel all TMT bars (Shyam or Preferable).
22. ICI cement base paint (whether shield) will be provided for outside of the building.
23. Letter box for each flat.
24. At ground floor there will be one security room & common toilet.
25. Main door will be panel type Mahogany finish and other flash doors both sides laminated by Raffel or Kohinoor brand.
26. Roof area will be provided with Tiles.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS)**

- (a) The land on which the building is located, all easement rights belonging to land and building.
- (b) The foundation columns, girders, supports main wall, roof lobbies, stair, staircase, ways, entrance and exists of the building.
- (c) The easements, wards, storage space.
- (d) Installation of common services such as powers, lights, water, sewerage etc.
- (e) Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- (f) All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- (g) Boundary walls.
- (h) Electric meter area, main electric meter, pump and switches fixed in the common areas.

(MAINTENANCE/COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and conditions and renewing and replacing all worn or damage parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surface of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the Private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeeps of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the Building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments licenses fees and outgoing whatsoever (whether Central and/or state and/or local) assessed charge or imposes upon or payable in respect of the said new Building or any part whereof including in respect of any apparatus, fitting, utilities, gadgets and/or services that requires statutory licensing excepting in so far as the same are the responsibility of the individuals owners/occupiers of any flat/Unit.

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the unit of any individual lessee of any Unit.
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observances of the covenants on the part of any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which account relates.
15. Complying with the requirements and directions of any competent authority and with the provision of all status and all regulations orders and byelaws made there under relating to the building excepting those that are the responsibility of the owner-occupiers of any flat/unit.
16. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company/Holding Organization it is reasonable to provide.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Subject to what has been stated herein before in this present Indenture of conveyance:

1. The Purchaser shall be entitled to all applicable rights, privileges vertical lateral easement, quasi-easement appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flat usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendors/Developer the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Seventh Schedule hereto.

2. The right of access in common with the Vendor/Developer and/or other occupiers of the said Building at all normal purpose connected with the use and enjoyment of the staircase and electrical installations subject to any regulation that may be made in this respect (by the Developer).
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the driveways and pathways comprised in the said building PROVIDED ALWAYS and it is hereby declared that nothing herein deriving title under his or her servants agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Vendors entitled to such ways aforesaid along with such drive way path ways as aforesaid.
4. The right of protection, the said flat by or from all part of the building so far as they now protect the same.
5. The right of passage is common as aforesaid of electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or rover the said building and Premises so far as may be reasonable and necessary for the beneficial occupation of the said Flat all purposes whatsoever.
6. The right with or without and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any parts of the said Flat on so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such causes upon giving 48 hours previous notice in wiring of his intention so to enter to the Vendors and/or other persons properly entitled to the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(The under mentioned rights easements quasi-easements privileges and appurtenances shall be accepted out of the SALE and has been reserved for the Vendors/Developer).

SUBJECT TO WHAT HAS BEEN STATED HEREIN BEFORE IN THIS DEED OF CONVEYANCE:

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building including its installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from to any part (other than the said Flat) of the other part or parts of the said building pipes, drain, wires, conduits lying or being under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the portion or portions of the said building for all purposes whatsoever.
3. The right protection for other portion or portions of the said building by all parts of the said that Flat so far as they now protect the same.
4. The right as might otherwise become vested in the purchaser by means of structural alteration to the said Flat (otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the building).
5. The right by the Vendors and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the said building.
6. The right with or without workmen and necessary materials to enter from time to time and upon the said Flat for the purpose of repairing so far as may be necessary for such pipes drains wires and conduit as aforesaid provided always the Vendors and other person or persons shall give to the Purchaser a prior forty eight (48) hour's written notice of its intent for such entry as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Restrictions imposed in respect of the said Flat)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owner and occupiers of the neighboring Premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any individual activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any illegal construction thereon or part thereof and shall keep it always open as before dwelling or staying of any person or blocking by putting any articles shall both be allowed in the car parking space.
2. The Purchaser shall not store in the said flat any goods hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said Building or to the insurance of the building.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchaser shall permit the Developer and its surveyor or agents with or without workmen and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repair of which a notice in writing shall be given by the Developer to the Purchasers.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.

7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof.
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
9. Not to close or permit the closing of verandas of lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandas, lounge or any external walls or the fences of external doors and windows. Including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the New Building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said New Building.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, wall etc. or improvements of a permanent nature except with the prior approval in writing of the developer and with the sanction of the **KMC** and/or concerned authority.
11. Not to use the allocated car parking space, if any, or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to, it if any, and shall use the pathway as would be decided by the Developer.
13. Not to commit or permit to be committed any waste or to remove or alter exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixture and fittings serving the said building and the said Flat No. clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor taken out of the window of the Flat.
14. Not to install any generator without permission in writing of the Developer.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat owners and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the purchaser in the common areas nor to make any noises

in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (the Developers) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and cleaning the private road when necessary.
4. Paying a fair proportion of the cost of cleaning repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lightning apparatus from time to time of the maintained property and providing such additional lightning apparatus as the Developer may think fit.
9. Maintaining and operating the lift.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Vendors/occupiers of any flat/unit.

12. Abating any nuisances and executing such works as may be necessary for complying with any notice served by local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the unit of any individual lessee of any unit.
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the accounts relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made there under relating to the building excepting those that are the responsibility of the Owner-Occupier of any flat/unit.
16. The Purchaser maintenance renewal and insurance of firefighting appliances and the purchase maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organization staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The Salaries of all persons and other expenses for maintaining the said building.

MEMO OF CONSIDERATION

RECEIVED a sum of **Rs...../-**(Rupees.....Only) paid by the Purchasers of the flat towards part payment out of the entire consideration amount in the manner:-

S.L. No.	Date	Bank	Cheque No.	Amount (Rs.)
TOTAL AMOUNT				

WITNESSES:

1.

2.

.....
DEVELOPER

Drafted by me

DEVELOPER:

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the **OWNER** at **Kolkata**

In the presence of:

Witness:

1.

2.

.....
OWNERS

SIGNED SEALED AND DELIVERED

By the **DEVELOPER** at **Kolkata**

In the presence of:

Witness:

1.

2.

.....
DEVELOPER

SIGNED SEALED AND DELIVERED

By the **PURCHASERS** at **Kolkata**

In the presence of:

Witness:

1.

2.

.....
PURCHASERS