

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on this \_\_\_\_\_ day of  
\_\_\_\_\_, Two Thousand and Twenty Four.

BETWEEN

( 1 ) **MACHINO MOTORS PRIVATE LIMITED** [PAN: AACCM1154C] (formerly known as Walford Motors Private Limited), a company incorporated under the Companies Act, 1956, having its registered office at premises No. 8A, Alipore Road, Kolkata - 700 027, ( 2 ) **RAJIV EXPORT INDUSTRIES PRIVATE LIMITED**, [PAN: AABCR4932Q] a company incorporated under the Companies Act, 1956, having its registered office at premises No. 8A, Alipore ,Road, Police Station - Alipore, Kolkata - 700 027, hereinafter jointly referred to as the "**OWNERS**" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **FIRST PART**.

AND

**MAC DEVELOPERS PRIVATE LIMITED**, [PAN: AAICM5638D] & [GST No. 19AAICM5638D1ZB] a company incorporated under the Companies Act, 1956, having its registered office at Premises No. 26A, Elgin Road, Kolkata – 700020, (Previously at 63/4, Harish Chatterjee Street - Kolkata-700 025), hereinafter referred to as the "**DEVELOPER**" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**,

AND

**NIL**, [NIL] & [NIL] wife of ....., by Occupation – ....., by Faith – ....., by Nationality – Indian, residing at ....., Kolkata – ....., of hereinafter both together referred to as the "**Purchasers**" of the **THIRD PART**.

**RECITAL OF THE LAND :**

- A) One Nandalal Roy, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law, was seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land containing an area of 2 Bighas, 16 Cottahs, 8 Chittacks, 21 Sq. ft. be the same a little more or less Together With all buildings and/or structures erected thereon situate lying at and being premises No. 21/1, Darga Road, Kolkata (hereinafter referred to as the 'said entire property').
- B) The said Nandalal Roy died on the 26<sup>th</sup> day of January, 1925 after making and publishing his Last Will & Testament dated the 20<sup>th</sup> day of January, 1925, whereby and where under, he gave devised and bequeathed all his properties both moveable and immoveable unto and in favour of his six sons namely- Bankim Chandra Roy, Kala Chand Roy, Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemai Chand Roy absolutely and in equal shares on the condition that the residuary properties would be divided amongst his said sons on the youngest of them attaining majority.
- C) The Probate in respect of the said Will was duly granted on the 28<sup>th</sup> day of August, 1925 by the Hon'ble High Court of Judicature at Fort William in Bengal to Gagan Chand Roy, Jadeb Kishore Roy, Gokul Kishore Roy, Jooth Kumari Dassi and Dinendra Nath Chandra, the executors and executrix named in the said Will.
- D) By a Deed of Partition dated the 26<sup>th</sup> day of January, 1948 made between the said Bankim Chandra Roy and Kala Chand Roy, therein jointly referred to as the First Parties of the

First Part, Shyam Chand Roy and Ratan Chand Roy, therein jointly referred to as the Second Parties of the Second Part, Tara Chand Roy and Nemai Chand Roy, therein jointly referred to as the Third Parties of the Third Part and Jooth Kumari Dassi, therein referred to as the Fourth Party of the Fourth Part and, registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 8, Pages 243 to 261. Being No. 353 for the year 1948, the immoveable properties left behind by the said Nandalal Roy were mutually divided and partitioned amongst the said parties and, it was provided that the said entire property shall remain joint between the said six sons namely - Bankim Chandra Roy, Kala Chand Roy, Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemai Chand Roy each having undivided  $1/6^{\text{th}}$  part or share therein.

- E) By a Deed of Settlement dated the 8<sup>th</sup> day of December, 1954 made between the said Bankim Chandra Roy, therein referred to as the Settlor of the One Part and the said Bankim Chandra Roy and his wife Sova Roy, therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 126, Pages 184 to 193. Being No. 5303 for the year 1954, the said Bankim Chandra Roy created a trust in respect of his undivided  $1/6^{\text{th}}$  part or share in the said entire property for the purpose therein stated and on the terms and conditions therein contained.
- F) By another Deed of Settlement dated the 19<sup>th</sup> day of January, 1955 made between the said Kala Chand Roy, therein referred to as the Settlor of the One Part and the said Kala Chand Roy and his wife Jyotsna Roy, therein jointly referred to as the Trustees of the Other Part and registered

with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 9, Pages 172 to 181. Being No. 220 for the year 1955, the said Kala Chand Roy created a trust in respect of his undivided 1/6<sup>th</sup> part or share in the said entire property for the purpose therein stated and on the terms and conditions therein contained.

- G) By the events which followed thereafter and, by reason of the provisions of the said Will of Nandalal Roy, the Deed of Partition and the Deeds of Settlement recited aforesaid, the said Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemai Chand Roy in their individual capacities, the said Bankim Chandra Roy and Sova Roy as Trustees under the aforesaid recited Deed of Settlement dated the 8<sup>th</sup> day of December, 1954 and the said Kala Chand Roy and Jyotsna Roy as Trustees under the aforesaid recited Deed of Settlement dated the 19<sup>th</sup> day of January, 1955 became entitled to All That the said entire property absolutely and forever.
- H) The said Bankim Chandra Roy died on the 13<sup>th</sup> day of December, 1969.
- I) By a Deed of Appointment of New Trustee dated the 23<sup>rd</sup> day of December, 1970 made between the said Sova Roy, therein referred to as the Trustee of the One Part and Birendra Kumar Roy and Subrata Roy, therein jointly referred to as the New Trustees of the Other Part and, registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 178, Pages 262 to 268. Being No. 5375 for the year 1970, the said Sova Roy, in exercise of her power conferred upon her by the Deed of Settlement dated the 8<sup>th</sup> day of December, 1954

appointed the said Birendra Kumar Roy and Subrata Roy as the Trustees of the said Trust created by the said Deed of Settlement.

- J) The said Kala Chand Roy died on the 6<sup>th</sup> day of August, 1980.
- K) By a Deed of Partition dated the 8<sup>th</sup> day of September, 1980 made between the said Sova Roy, Birendra Kumar Roy, Subrata Roy as Trustees of the First Part, Jyotsna Roy as sole Surviving Trustee of the Second Part, Tara Chand Roy of the Third Part, Shyam Chand Roy of the Fourth Part and Nemaï Chand Roy of the Fifth Part and registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 25, Pages 259 to 283, Being No. 820 for the year 1980, the said entire property was divided and partitioned amongst the parties therein in the manner as follows :-
- a) Lot-C of the said entire property shown and delineated in the map or plan annexed thereto and bordered in colour Green thereon was absolutely allotted to Sova Roy, Birendra Kumar Roy and Subrata Roy.
  - b) Lot-B of the said entire property shown and delineated in the map or plan annexed thereto and bordered in colour Green thereon was absolutely allotted to Jyotsna Roy.
  - c) Lot-A of the property shown and delineated in the map or plan annexed thereto was absolutely allotted to Nemaï Chand Roy.

- L) By a Deed of Appointment of New Trustee dated the 16<sup>th</sup> day of April, 1981 made between the said Jyotsna Roy, therein referred to as the Trustee of the One Part and Arati Dutta and Bharati Pyne, therein jointly referred to as the New Trustees of the Other Part and, registered with the Registrar of Assurances, Calcutta in Book No. IV, Volume No. 40, Pages 258 to 261. Being No. 1214 for the year 1981, the said Jyotsna Roy, in exercise of her power conferred upon her by the Deed of Settlement dated the 19<sup>th</sup> day of January, 1955 appointed the said Arati Dutta and Bharati Pyne, as the Trustees of the said Trust created by the said Deed of Settlement.
- M) By an Indenture of Conveyance dated the 3<sup>rd</sup> day of August, 1987 made between the said Jyotsna Roy, Arati Dutta and Bharati Pyne, therein jointly referred to as the Vendors of the One Part and Rajiv Export Industries Private Limited, therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar, Alipore in Book No. 1, Volume No. 357, Pages 187 to 200. Being No. 12718 for the year 1987 the said Jyotsna Roy & Others for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Rajiv Export Industries Private Limited All That the piece and parcel of land containing an area of 14 Cottahs, 13 Chittacks, 14 Sq. ft. be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule there under written absolutely and forever.
- N) By another Indenture of Conveyance dated the 25<sup>th</sup> day of August, 1987 made between the said Sova Roy, Birendra

Kumar Roy, Subrata Roy, therein jointly referred to as the Vendors of the One Part and Walford Motors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar, Alipore in Book No. 1, Volume No. 277, Pages 160 to 178, Being No. 13361 for the year 1987 the said Sova Roy & Others for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Walford Motors Private Limited All That the piece and parcel of land containing an area of 1 Bigha, 7 Chittacks, 3 Sq. ft. be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule there under written absolutely and forever.

- O) By another Indenture of Conveyance dated the 31st day of March, 1992 made between the said Nemai Chand Roy, therein referred to as the Vendor of the One Part and Walford Motors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 379, Pages 50 to 61, Being No. 10029 for the year 1992 the said Nemai Chand Roy, for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Walford Motors Private Limited All That the piece and parcel of land containing an area of 17 Cottahs be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule thereunder written absolutely and forever.



P) The said **Walford Motors Private Limited** changed its name to **Machino Motors Private Limited on 12<sup>th</sup> September 1994**, and a fresh certificate of incorporation in respect thereof was issued by the Registrar of Companies, West Bengal.

P. 1) By another Indenture of Conveyance dated the 16<sup>th</sup> day of January, 2008 made between the 1) Sawood Ahmed,

P. 2) Shahid Ahmed and MD. Noorul Hassan and Mansoorul Hassan therein referred to as the Vendor of the One Part and Machino Motors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 54, Being No. 861 for the year 2008, for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said **Machino Motors Private Limited** All That the piece and parcel of land containing an area of 4 Cottahs 4 chittacks 4 Squarefeet be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of **Premises No. 21/1A, Darga Road, Kolkata** more fully and particularly described in the Schedule thereunder written absolutely and forever.

Q) By another Indenture of Conveyance dated 26<sup>th</sup> November 2009, between the said Machino Motors Private Limited therein referred to as the Vendor of the One Part and **Rajiv Exports Industries Private Limited**, therein referred to as the Purchaser of the other Part and registered with the District Sub-Registrar, Alipore in Book No. 1, Volume No. 29, Pages 5108 to 5120, Being No. 07497 for the year 2009, Machino Motors Private Limited sold its undivided one percent share of

Land unto and in favour of the said Rajiv Exports Industries Private Limited in order to have a common ownership in both **Premises No. 21/1A/2 and 21/1A/1**

- Q. 1) Thereafter the Owners are now seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 2 Bighas 16 Cottahs 8 Chittacks 21 sq. ft. situate lying at and being amalgamated premises No. 21/1A/1, Darga Road, now renumbered as 21/1A/1, Darga Road, Kolkata after amalgamation of **Premises No. 21/1A/1 and 21/1A/2** more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the `said property') absolutely and forever.
- R) The Owners have got a plan duly sanctioned by the Kolkata Municipal Corporation having **Building Permit No. 2012070204 Dated the 24<sup>th</sup> day of April, 2012** for construction of two separate blocks of buildings on the said property after demolishing the existing structures (hereinafter referred to as the `said plan').
- S) As the Owners have no experience in the field of construction and/or development of properties, the Owners approached the Developer and made an offer to the Developer i.e. **Mac Developers Private Limited** to develop the said property by way of constructing and/or erecting two separate blocks of building or buildings at the said property in accordance with the said plan;
- T) The Developer being experienced in this field of construction and has adequate financial resources and has agreed to

enter into this agreement and to undertake and carry on the development/project covered hereunder. The Owners have represented and confirmed the Developer that the owners have a have a marketable title to the said Property, free from all encumbrances, liens, claims, demands, mortgages, charges, leases, tenancies, licenses, occupancy rights, trusts, debutter, acquisitions, requisitions, attachments, vesting, alignment, liabilities and lis pendens whatsoever and there are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property in any manner whatsoever. The Owners has full right, power and authority to enter into this Agreement and there is no bar, legal or otherwise, to the Owners entering into this Agreement

- U) The Confirming Party i.e. **Machino Techno Sales Limited** was presently in occupation of the said property in its entirety and has been carrying on its business there from. The Confirming Party has also consented to the proposed development of the said property subject to certain terms and conditions.
- V) The Developer mentioned above accepted the aforesaid offer of the Owners and after a joint meeting held between the Owners, the Developer and the Confirming Party, the Owners have agreed to appoint the Developer herein as the sole and exclusive Developer to develop the said property by way of constructing and/erecting and/or building two separate blocks of building or buildings at the said property in accordance with the said plan on the terms and conditions appearing hereinafter.

- W) The owners and the Developer have executed and/or entered into a Term Sheet on 05/05/2013 for recording in writing some of the terms agreed upon as regards the proposed development by the Owner / Confirming Party.
- X) The owners and the developer have, thereafter, held a series of discussions between them to arrive at further mutually agreeable terms.
- Y) In accordance with the oral agreement between the parties the development work have been started by the Developer with the consent of the owner on and from 21<sup>st</sup> June 2013, and the **Development Agreement dated 4<sup>th</sup> February 2014**, between the said owner, Developer and the Confirming Party was registered with the **Additional Registrar of Assurances - I, Kolkata in Book No. 1, Pages 1128 to 1181, Being No. 03157 for the year 2014** for the purpose of recording and/or reducing in writing relevant terms regulating the proposed development of the said property.
- Z) That by a **Registered Power of Attorney dated 11<sup>th</sup> April, 2014**, registered with the **Additional Registrar of Assurances-III, Kolkata, in Book No. IV, Pages 1236 to 1249, Being No. 02703 for the year 2014** the owner and the Confirming Party appointed **Mr. Anjan Mukherjee, a director of Mac Developers Pvt Ltd**, as their constituted Attorney to sell and transfer or otherwise deal with the Developer's Allocation as specified in the **Development Agreement and the Allocation Agreement dated 18<sup>th</sup> July, 2014**, entered into between the Owners and the Developers.
- AA) That by a **new registered Power of Attorney dated 10<sup>th</sup> August, 2022**, registered with the **Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No - 1901-2022 Pages 338682**

to 338702, Being No. 190107105 for the year 2022 the owner and the Confirming Party appointed **Mr. Prativ Biswas**, a director of **Mac Developers Pvt. Ltd**, as their constituted **Attorney to sell and transfer or otherwise deal with the Developer's Allocation as specified in the Development Agreement and the Allocation Agreement dated 18<sup>th</sup> July, 2014, entered into between the Owners and the Developers.**

**AND WHEREAS**, while the construction of the building was going on the Vendor/Developer due to some lawful grounds intended to sell , transfer and convey the property more fully and particularly mentioned in the Second Schedule here under written and knowing the intension of the Vendor/Developer herein the **Purchaser** hereto approached the Vendor/Developer to purchase one self contained and complete **Flat vide No. .... on the ..... Floor** with about ..... **square feet Carpet Area corresponding to ..... sq ft Build up area and.....sq ft super built-up area**, in the Building named "**JINDAL ESTATE**" to be constructed at amalgamated **premises No. 21/1A/1**, (Previously premises no, 21/1A/1 and 21/1A/2) **Darga Road**, Part of Holding No 347, (formerly No.10), Mouza-Tiljala, **P.S. Beniapukur**, Kolkata - 700 017, **WARD NO - 64**, within the limits of Kolkata Municipal Corporation, District-24 Parganas South along with ..... (**.....**) **Covered car parking space in the basement in the surrounding of the buidling**, hereunder written in the **second schedule from "developer's allocation"** TOGETHER WITH proportionate undivided share or interest of land mentioned in the First schedule and common facilities and amenities available in the said building for a total consideration of **Rs. ..../= (Rupees .....)** only including GST, which is considered to be the valuable consideration of the property and in this regard both the parties entered into an **Agreement for Sale dated \_\_\_\_\_ day of \_\_\_\_\_, 2023** which was registered in the office of

the A.R.A. IV, Kolkata and recorded in Book No. I, Volume No. \_\_\_\_\_, Pages from : \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year 2023.

**AND WHEREAS**, in view of the above the **Purchaser** has inspected the aforesaid documents with regard to the title of the land and other documents relating to the land and sanctioned plan of the plot of land and have fully satisfied themselves about the title of the land along with common space and facilities, rights and obligations attached thereto free from all encumbrances, lien, lispendens, charges, whatsoever.

**AND WHEREAS**, with such understanding the **Purchaser** hereto has paid the full consideration to the **Developer** and the vacant peaceful possession of the said complete **Flat vide No. ....** **on the ..... Floor** along with ..... (**.....**) **covered car parking space in the basement in the surrounding of the building** mentioned in the SECOND SCHEDULE herein below has been delivered to the **Purchaser** in complete condition and the Developer after acknowledging full consideration money has agreed to execute Deed of Sale for more perfectly transferring the SECOND SCHEDULE property unto and in favour of the **Purchaser** hereto.

**NOW THIS INDENTURE WITNESSETH THAT:** In pursuance of the said understanding and in consideration of the sum of **Rs. ..../= (Rupees .....)** only including GST, paid by the **Purchaser** to the Developer at or before the execution of these presents (the receipt whereof the Developer doth hereby admit and acknowledge the same and release, discharge the **Purchaser** from payment of the said amount and every part thereof) and the Developer doth hereby grant, convey, transfer

and assign and assure unto the **Purchaser** free from all encumbrances, vacant and peaceful possession of **ALL THAT, Flat vide No. .... on the .....** with about ..... square feet Carpet area corresponding to .....sq ft Build up area and .....sq ft super built-up area, in the Building named "**JINDAL ESTATE**" consisting of \_\_\_\_\_ **Bed Rooms, one Living/Dining Room, one Kitchen, \_\_\_\_\_ Balcony and \_\_\_\_\_ Toilets** along with ..... (.....) **covered car parking space in the basement in the surrounding of the buidling**, TOGETHER WITH proportionate undivided share of **ALL THAT**, The piece and parcel of land containing an area of 2 Bighas, 16 Cottahs, 8 Chittaks, 21 Sq.ft. be the same a little more or less together with all buildings and constructions standing thereon and all privilege easements appurtenances appendages belonging thereto situate lying at and being amalgamated **premises No. 21/1A/1**, (Previously premises no,21/1A/1 and 21/1A/2) **Darga Road**, Part of Holding No 347, (formerly No.10), Mouza-Tiljala, **P.S. Beniapukur, Kolkata - 700 017**, WARD NO - 64, within the limits of Kolkata Municipal Corporation, District-24 Parganas South (hereinafter referred to as the said entire property) **ALONG WITH** the right to use and enjoy all the common space including stair and roof, described in the THIRD SCHEDULE hereinafter written TOGETHER WITH stair, landings, lobbies, entrance, compounds, spaces, gates, drains, sewers, sanitary and water pipe line, water pump, water tank, common paths or ways and passages **ALONG WITH** some right and obligations of the **Purchaser** mentioned in the **Third and Fourth Schedule** hereinafter written AND THAT the estate, right, title and interest and other TOGETHER WITH all deeds, pattahs and muniments of title exclusively relating to or conveying the said **Flat & covered car parking space in the basement in the surrounding of the buidling** where the Vendor has good rights and full power and absolute authority to grant, convey, assign and assure of the said **Flat &**

**covered car parking space in the basement in the surrounding of the building** and Simultaneously the Vendor hereby granted, transferred or conveyed the said **Flat & covered car parking space in the basement in the surrounding of the building** TOGETHER WITH proportionate share of land ALONG WITH all rights on common spaces in favour of the **Purchaser** in which and hereinafter from the date of this Conveyance the **Purchaser** shall hold, possess and enjoy the said **Flat & covered car parking space in the basement in the surrounding of the building** absolutely and with the right to transfer the said **Flat & covered car parking space in the basement in the surrounding of the building** in accordance with his choice and to receive the rents and profits thereof without any lawful eviction interruptions claims or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor ALL THAT freely and clearly and absolutely exonerated, discharged, saved harmless and kept indemnified till prior to this date of Conveyance against any person lawfully or from under or in trust for the Vendor, and all persons having lawfully or equitably claiming any estate or interest in the said **Flat & covered car parking space in the basement in the surrounding of the building** on the said land or any part thereof, then the Vendor shall and will from time to time and at all times hereafter at the request and costs of the **Purchaser** do and execute and all such acts, deeds and things whatsoever necessary by which the **Purchaser** do and execute and all such acts, deeds and things whatsoever necessary by which the **Purchasers** shall be able to sue and enjoy the said **Flat & covered car parking space in the basement in the surrounding of the building** absolutely and forever in the manner aforesaid. Henceforth, the **Purchaser** shall pay proportionate share of rents and taxes of the said proportionate un-divided share of land, **Flat & covered car parking space in the basement in the surrounding of**



**the buidling** to the Government of West Bengal and Local Authorities prescribed in that behalf.

**THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS  
FOLLOWS:**

- i) It shall be lawful for the **Purchasers** from time to time and at all times hereafter to enter into and upon and hold and enjoy the said unit and the properties appurtenant thereto and every part thereof and to receive rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor/Developer or any person or persons claiming through under or in trust by the Vendor/Developer AND freed and discharged from or against all manner of encumbrances Trusts liens and attachments whatsoever save only those as are herein expressly contained.
- ii) Through the execution of these presents the Vendor/Developer hereby confirms that peaceful possession of the aforesaid **Flat & covered car parking space in the basement in the surrounding of the buidling** has been handed over to the **Purchaser** for their own use and benefit absolutely forever.
- iii) The Vendor/Developer shall pay and remain liable for payment of all rates, charges, taxes and/or lawful outgoings to the Government and/or any other authority prescribed in that behalf dues, if any, up to the date of handing over possession of the property after which the rates, taxes and thereafter all other out-goings shall be paid by the **Purchaser** to the respective Departments, Competent Authorities. Various Maintenance deposits and charges etc. already paid by the Vendor for a period beyond the date of handling over possession, if any, are to

be refunded in full/proportionately, as the case may be, to the Vendor/Developer.

- iv) If any defect to these presents is detected afterwards, the Vendor/Developer undertakes to execute necessary Deed of Rectification/Declaration at the cost of the **Purchaser**.

**THE PURCHASER DO HEREBY COVENANT WITH THE DEVELOPER AS FOLLOWS:**

- i) The **Purchaser** has seen and verified the title of the Vendor hereinbefore recited and have satisfied himself about the same.
- ii) The **Purchaser** shall not throw or accumulate any dirt, rubbish, and rags etc. outside the said unit.
- iii) With effect from the date of possession or from the date of registration of this Deed of Conveyance whichever is earlier, the **Purchaser** shall pay proportionate share of all municipal rates and taxes and other out-goings and impositions and other common expenses and maintenance charges hereunder written now payable or become payable in future in respect of the said Apartment in the said building in the said property as and when the same become due and payable.
- iv) Save and except the said Apartment and the rights of the **Purchaser** hereby conferred, the **Purchaser** shall have no claim or rights of any kind or nature whatsoever in respect of other portion of the said building excepting the common areas and open spaces attached to the said premises.
- v) After the possession of the said Apartment has been delivered to and taken by the **Purchaser** from the

Developer, the **Purchaser** shall not be entitled to raise any objection for any item of works, quality of work or materials used or for any installation works in the said Apartment or any portion thereof, any other portion of the said building nor shall prefer any claim against the Developer in respect thereof on any grounds whatsoever nor shall held the Vendor responsible on any account whatsoever.

- vi) The **Purchaser** shall at her costs keep the said unit together with its walls, partition walls, sewers, drains, electric and sanitary connection, pipes, fittings and fixtures installations and all other fittings and fixtures in good working and tenantable conditions and shall not do, make or carry out any act, deed, matter or thing so as to prejudice or affect or hamper proper support stability and protection of other parts of the said building.
- vii) The **Purchaser** shall co-operate with the other occupiers to keep the building in good condition and shall abide by the terms and conditions as will be framed by the occupiers for better administration.
- viii) The **Purchaser** shall not decorate or change the exterior of the said unit or otherwise than in the manner as may be agreed in writing by and between the **Purchaser** and the Association formed for the management and protection of the building.
- ix) That the **Purchaser** undertakes to abide by all terms and conditions set forth in the **Agreement for Sale with the Developer registered on Agreement for Sale dated \_\_\_\_\_ day of \_\_\_\_\_, 2023 which was registered in the office of the A.R.A. IV, Kolkata and recorded in Book No. I, Volume No. \_\_\_\_\_, Pages from :**

\_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year 2023.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**"SAID LAND AND PREMISES"**

**ALL THAT**, The piece and parcel of land containing an area of 2 Bighas, 16 Cottahs, 8 Chittaks, 21 Sq.ft. be the same a little more or less together with all buildings and constructions standing thereon and all privilege easements appurtenances appendages belonging thereto situate lying at and being amalgamated **premises No. 21/1A/1**, (Previously premises no, 21/1A/1 and 21/1A/2) **Darga Road**, Part of Holding No 347, (formerly No.10), Mouza-Tiljala, **P.S. Beniapukur, Kolkata - 700 017**, WARD NO - 64, within the limits of Kolkata Municipal Corporation, District-24 Parganas South (hereinafter referred to as the said entire property). Which is butted and bounded as follows:

**BOUNDARIES:**

ON THE EAST : HERITAGE SEASON PARK, 72A TILJALA ROAD  
 ON THE WEST: DARGA ROAD  
 ON THE SOUTH: Partly 72A TILJALA ROAD and Partly by 21/1B Darga Road  
 ON THE NORTH: Premises No. 21/1A/3 JINDAL TOWERS

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**PART-I**

**"SAID FLAT"**

**ALL THAT**, the residential **Flat No. ....** on the .....Floor with about ..... square feet **Carpet Area corresponding to .....sq ft Build up area and .....sq ft super built-up area**, in the Building named "JINDAL ESTATE" to be constructed at amalgamated **premises No. 21/1A/1**, (Previously premises no, 21/1A/1 and 21/1A/2) **Darga Road**, Part of Holding No 347, (formerly No.10), Mouza-Tiljala, **P.S. Beniapukur, Kolkata - 700 017**, WARD NO -

64, within the limits of Kolkata Municipal Corporation, District-24 Parganas South and delineated on the Plan attached hereto and bordered in GREEN colour thereon.

**PART-II**

**"SAID PARKING SPACE"**

ALL THAT, the right to park car in:

**..... (.....) Covered car parking space in the basement in the surrounding of the building,**

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

SECTION A : (Common Areas and installations in respect whereof only right of user in common shall be granted )

- A ) Lobbies, common passages and staircases of the Building and common paths in the Premises.
- B) Lift pits, chute and machine rooms of the lifts comprised in the Building.
- C) Common staff toilets on the ground floor of the Building.
- D) Common drains, sewers and pipes.
- E) Municipal Water supply.
- F) Common underground water reservoir, overhead water tank.
- G) concealed Electrical wiring, wires and accessories for lighting of Common Areas of the Building.
- H) Water Pump and motor with pipes to overhead tank of the building and underground reservoirs
- I) Firefighting equipment.
- J) Lifts and lift machinery.
- K) Lawn/landscaped area.
- L) Close Circuit TV on the ground floor with central Security surveillance.

- M) Overhead tanks with water distribution pipes there from connecting to different units of the building
- N) Waste water and sewerage pipes and drains from units to drains and sewers common to the building.
- O) Fire Landing as per applicable rules.
- P) Community Hall.
- Q) DG set its panel, accessories and wirings
- R) Such other areas, installations and/or facilities as the developer may time to time specify to form common areas and installations of the project.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

**"RIGHTS OF VENDOR, MAINTENANCE AGENCY & ASSOCIATION"**

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Vendor/Developer whose decision shall be final and binding on the Purchaser.
- b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat Unit.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time

and the Purchaser shall not be entitled to object thereto.

d) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

e) That the Vendor/Developer shall have every right to sell the other non-allocated portion left on the ground floor/basement area as per their choices and desires.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**"PURCHASER'S COVENANTS"**

1. On and from the Date of Possession, the Purchaser agrees undertakes and covenants to:
  - a) Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association/Company from time to time;
  - b) Permit the Vendor, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes or the Project;
  - c) Deposit the amounts for various purposes as required by Vendor /Maintenance Agency or the Association/ Company;
  - d) Use and occupy the said Flat only for the purpose of residence;
  - e) Use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the

Building;

f) Keep the said Flat and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Building;

g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;

i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately and the said Flat Unit wholly;

j) Pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Municipal Authority;

k) Pay for other utilities consumed in or relating to the said Flat Unit;

l) Allow the other Unit Owners the right to easements and/or quasi-easements;



m) Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and

n) Observe and comply with such other covenants as be deemed reasonable by the Vendor for the Common Purposes.

2. On and from the Date of Possession, the Purchaser agrees and covenants :

a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Vendor Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;

b) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;

c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

d) Not to decorate the exterior of the Building otherwise than in the manner agreed by the Vendor in writing or in the manner as near as may be in which it was previously decorated;

- e) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building;
- f) Not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;
- g) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;
- h) Not to claim any right over and/or in respect of the roofs of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered areas of the Building and the Premises reserved or intended to be reserved by the Vendor for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him not to obstruct any development or further development or additional vertical or other constructions which may be made by the Vendor thereat or on any part thereof;
- i) Not to object to or hinder further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to the construction being made by the Vendor from time to time even after the Date of Possession.
- j) Not to shift or obstruct any windows or lights in the said Flat or the Building;
- k) Not to permit any new window light opening doorway

path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Vendor and/or the Association;

l) Not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s) of the Purchaser; and

m) Not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two wheeler.

3. The Purchaser agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building by the Vendor including any further constructions, additions or alterations that may be made from time to time.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands the day, month and year first above written.

EXECUTED AND DELIVERED by

the Vendor above named at

Kolkata in the presence of :

\_\_\_\_\_  
signed as the constituted  
attorney of the vendor

WITNESSES

1.

2.

EXECUTED AND DELIVERED by

the **PURCHASER** above named at

Kolkata in the presence of:

\_\_\_\_\_  
**PURCHASER**

WITNESSES

1.

2.

EXECUTED AND DELIVERED by

the **DEVELOPER** above named at

Kolkata in the presence of:

\_\_\_\_\_  
**DEVELOPER**

WITNESSES

1.

2.

RECEIVED of and from the within mentioned **Purchaser** the within mentioned sum of **Rs**\_\_\_\_\_ only being the full consideration money as per Memo. of Consideration given below

MEMO OF CONSIDERATION

