

SALE DEED

**THIS DEED OF CONVEYANCE IS MADE ON
THIS THEDAY OF _____,
2023, AT KOLKATA**

BY AND BETWEEN

Mr. Keshar Chand Padia, son of Late Dwarka Das Padia, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 87, Southern Avenue, Kolkata – 700 029 P.O. Sarat Bose Road and P.S. Tollygunge having Income Tax PAN No. **AIKPP4911F** and Aadhar No. **710785887742** represented by his Constituted Attorney Mr. Vijay Padia, son of Mr. Keshar Chand Padia, by faith – Hindu, by Nationality – Indian, by occupation - Business, residing at - 87,Southern Avenue, Kolkata – 700 029, P.O. Sarat Bose Road and P.S. Tollygunge, having Income Tax PAN No. **AAHPP2801R** and Aadhar No. **567162615095** hereinafter referred to as the “**Vendor/Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) **of the First Part;**

AND

Lumberman Wood Private Limited (CIN No. U5190WB1993PTC057371), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1/1a Vanistrat Row, Kolkata – 700001 and having Income Tax PAN No. - **AAACL4469K**, P.O. Kolkata G.P.O and P.S. Hare Street, represented by its authorized signatory Mr. Vijay Padia, son of Mr. Keshar Chand Padia, by faith – Hindu, by Nationality – Indian, by occupation - Business, residing at - 87,Southern Avenue, Kolkata – 700 029 P.O. Sarat Bose Road and P.S Tollygunge, having Income Tax PAN No. **AAHPP2801R** and Aadhar No. **567162615095** authorized vide board resolution dated 24.04.2023 hereinafter referred to as the “**Promoter/Co-Vendor/Co-Owner**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its men, agents, administrators and permitted assignees) **of the Second Part;**

AND

_____ residing at _____ having Income TAX PAN No. _____ and Aadhar No. _____, hereinafter referred to as the “**Purchaser(s)/Allottee(s)**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals his/her/their respective heirs, executors, administrators and assigns/its successors and in case of a body corporate its successors-in-title and in case of a

partnership firm the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time, the Coparceners and the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor of them and in case of a trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them) **of the Third Part;**

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS

1. Sadasiv Sengupta, Ranajit Kumar Sengupta, Dilip Kumar Sen, Smt. Anima Das Gupta, Smt. Dipti Roy, Devabrata Sen, Smt. Sabita Sen and Smt. Kanta Mazumder jointly sold the land measuring more or less 6 Cottahs being plot No.5., situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in C.S.,R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, on 30/3/1981 to SRI DAMODAR DAS PADIA alias DAMODAR PADIA registered at Sonarpur S.R. office and recorded in Book No. 1, Volume No. 24, Pages – 271 to 279, being No. 1590 for the year 1981 and after purchasing the aforesaid property, the said SRI DAMODAR DAS PADIA alias DAMODAR PADIA.
2. By virtue of the said being No. 1590 for the year 1981 the said SRI DAMODAR DAS PADIA alias DAMODAR PADIA became the owner of 6 Cottahs and got the property recorded in his name in the L.R. Records of Rights, vide L.R. Khatian No. 617 and also in the Municipal records, vide Holding No. 129, Ward No – 27, Uttar Kumrakhali.
3. Ram Awatar Poddar, son of Ram Kumar Poddar sold, transferred and conveyed land admeasuring more or less 6 Cottahs, being plot No. 6 situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in C.S., R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 1172 on 5/2/1993 to M/S. LUMBERMAN WOOD PVT. LTD. registered at Sonarpur A.D.S.R office and recorded in Book No. 1, Volume No. 10, Pages – 40 to 46, being No. 662 for the year 1993.

4. One Biswanath Padia who became the owner virtue of a Deed being No. 5440 for the year 1987 executed by and between the said Biswanath Padia and Rajesh Poddar, son of Ram Awatar Poddar; the said Biswanath Padia sold the land measuring more or less 6 Cottahs being plot No. 7, situated and lying at Mouza -Kumrakhali, J.L. No.48, comprising in C.S., R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 appertaining to C.S. Khatian No. 574, R.S. Khatian No.1239 on 05.02.1993 to M/S. LUMBERMAN WOOD PVT. LTD. registered at Sonarpur A.D.S.R. Office and recorded in Book No. I, Volume No. 10, Pages 33 to 39, being No. 661 for the year 1993.
5. That by virtue of the said two Deeds being Nos. 662 for the year 1993 and 661 for the year 1993, the said M/S. LUMBERMAN WOOD PVT. LTD. became the owner of all that 12 cottahs of land in plot no. 6 and 7 situated and lying at Mouza -Kumrakhali, J.L. No.48, comprising in R.S. & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 and got its name recorded in L.R. Records of right, vide L.R. Khatian No. 1214/1 and also mutated in Municipal office, vide Holding No. 130, Uttar Kumrakhali.
6. Sri Anand Padia, son of Late Sanwormal Padia gifted all that land admeasuring more or less 6 Cottahs 3 Chattaks 5 Sq.ft. being Plot No.1, situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in C.S., R.S. & & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 1343 , on 25/8/2009 as a gift to SRI KESAR CHAND PADIA registered at A.R.A. – I, Kolkata and recorded in Book No. 1, C.D. Volume No. 20, Pages – 6278 to 6294, being No. 8999 for the year 2009.
7. Smt. Pushpa Agarwal, Sanjoy Agarwal, Smt. Vandhana Agarwal, Smt. Sangetta Goyel and Smt. Neema Choudhury gifted all that land admeasuring more or less 6 Cottahs being plot No. 2, situated and lying at Mouza – Kumrakhali, J.L.No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 581 , on 18/8/2009 as a gift to SRI KESHAR CHAND PADIA registered at A.R.A – I, Kolkata and recorded in Book No. 1 C.D. Volume No. 20, Pages – 1290 to 1308, being No. 8762 for the year 2009.
8. Sadasiv Sengupta, Ranajit Kumar Sengupta, Dilip Kumar Sen, Smt. Anima Das Gupta, Smt. Dipti Roy, Devabrata Sen, Smt. Sabita Sen and Smt. Kanta Mazumder jointly sold the land measuring more or less 6 Cottahs being plot No. 3, situated and

lying at Mouza – Kumrakhali, J.L No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S. & L.R. Dag No. 9, Touzi No. – 260, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, on 30/3/1981 to SRI KESHAR CHAND PADIA registered at S.R. Sonarpur office and recorded in Book No. 1, Volume No. 24, Pages – 236 to 243, being No. 1586 for the year 1981.

9. Sri Gopal Chand Padia, son of Late Dwarka Das Padia gifted all that the land admeasuring more or less 6 Cottahs being plot No. 4, situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S & L.R. Dag No. 9, Touzi No. – 260, R.S. No. 131 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 488 on 19/8/2009 as a gift to SRI KESHAR CHAND PADIA registered at A.R.A – 1, Kolkata and recorded in Book No. 1, C.D. Volume No. 20, Pages -1576 to 1591, being No. 8780 for the year 2009.
10. By the aforementioned Deeds being nos. 8999 for the year 2009; 8762 for the year 2009; 1586 for the year 1981 and 8780 for the year 2009 the said SRI KESHAR CHAND PADIA became the absolute owner of all that 24 cottahs 3 chattaks 5 sq. ft. of land in plot nos. 1, 2, 3 and 4 situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239 got the property recorded in his name in Municipal office, vide Holding No. 125, 126, Uttar Kumrakhali, Ward No. 27.
11. That thereafter vide a Deed of Gift being No. 14562 for the year 2012 recorded in Book – I, CD Volume No. – 38, Pages 2443 to 2462 registered with the office of ADSR Sonarpur Lumberman Wood Private Limited, the Promoter/Co-Owner herein gifted all that undivided 4 Chattaks out of its 12 cottahs of land comprised in Plot Nos. 6 & 7 in the said premises situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S., R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 1171, 1172, 1214/1, Holding Nos. 130 & 131, Uttar Kumrakhali, Ward No. 27 under Rajpur – Sonarpur Municipality, P.S. Sonarpur, District South 24 Parganas to the said SRI KESHAR CHAND PADIA & SRI. DAMODAR DAS PADIA alias DAMODAR PADIA.
12. Simultaneously vide a Deed of Gift being no. 14557 for the year 2012 recorded in Book No. 1, CD Volume No. 38, pages 2475 to 2496 registered with ADSR Sonarpur, the said SRI. KESHAR CHAND PADIA & SRI. DAMODAR DAS PADIA alias DAMODAR PADIA gifted all that undermarketed 4 chattaks out of their 30 cottahs 3

chattaks 5 sq. ft. of land in the said premises situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S., R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S Khatian No. 1239, L.R. Khatian Nos. 1343, 581, 488, 432 & 617, Holding Nos. 125, 126, 128 & 129, Uttar Kumrakhali, Ward No. 27 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24 Parganas to Lumberman Wood Private Limited.

13. Thereafter vide a Deed of Gift being no. 1681 for the year 2016 recorded in Book No. 1, Volume No. 1629-2016, Pages from 35776 to 35791 registered with the office of ADSR Garia, the said SRI. DAMODAR DAS PADIA alias DAMODAR PADIA gifted all that undivided 6 cottahs of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131, P.S. Sonarpur, Pargana – Medanmolla, comprised in R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 617, Holding No. 125, Uttar Kumrakhali, Ward No. 27 of Rajpur Sonarpur Municipality, District South 24 Parganas in favour of SRI KESHAR CHAND PADIA.
14. Thus by virtue of the said Deed of Gift being no. 14562 for the year 2012 along with Deed being nos. No. 8999 for the year 2009; being No. 8762 for the year 2009; being No. 1586 for the year 1981 and being No. 8780 for the year 2009 and Deed of Gift being no. 1681 for the year 2016, the said SRI KESHAR CHAND PADIA became the absolute owner of all that 30 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 617, 1171, 1172, 1214/1, 488, 432, 581, 1343.
15. By virtue of two Deeds being Nos. 662 for the year 1993 and 661 for the year 1993 and Deed of Gift being No. 14557 for the year 2012, the said M/S. LUMBERMAN WOOD PRIVATE LIMITED became the owner of all that 12 cottahs of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S Khatian No. 1239, L.R. Khatian Nos. 1171, 1214/1, 1343, 581, 488, 432 & 617.
16. The owner and the Co-Owner thus became the absolute and lawful owners of all that Land totally admeasuring 42 Cottahs 3 Chattaks 5 Sq.ft. being plot Nos. 1,2,3,4,5,6 & 7 situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S, R.S. & L.R. Dag No.9, Touzi No. – 260,

appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian Nos. 1343, 581, 488, 432, 617, 1171, 1172 & 1214/1, Holding Nos. 125, 126, 127, 128, 129, 130 & 131, Uttar Kumrakhali, Ward No.27, under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District – South 24-Parganas (hereinafter collectively called and referred to as the “Said Premises”) vide two gift deeds dated 11/12/2012 registered at the office of the Additional Sub-Registrar at Sonarpur recorded in Book No. 1, CD Volume No. 38 Pages from 2443 to 2462, and 2475 to 2496 to being Nos. 14562 and 14557 of the year 2012.

17. The owner and the Co-Owner got all that total land admeasuring 42 Cottahs 3 Chattaks 5 Sq.ft. situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S. and L.R. Dag No.9, Ward No. 27, Holding No. 125, Uttar Kumrakhali mutated in their name under Rajpur-Sonarpur Municipality.

18. The owner SRI KESHAR CHAND PADIA being desirous of developing the said land approached the co-owner herein being Lumberman Wood Private Limited

19. Thereafter the said SRI KESHAR CHAND PADIA and M/s. LUMBERMAN WOOD PRIVATE LIMITED entered into a Development Agreement dated 26.04.2023 being no. _____ recorded in _____ registered with the office of _____ for development of all that 30 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S & L.R. Dag No. 9, Ward No. 27, Holding No. 125, Uttar Kumrakhali mutated in their name under Rajpur-Sonarpur Municipality.

20. A power of Attorney dated _____ being no. _____ recorded in _____ registered with the office of _____ was also executed by the said SRI KESHAR CHAND PADIA in favour of Mr. Vijay Padia being the Director/ nominee of the said M/S. LUMBERMAN WOOD PRIVATE LIMITED for the said purpose of development.

21. In pursuance thereof the said co-owner/ promoter Lumberman Wood Private Limited duly got a sanction plan approved bearing no. 132/Rev/CB/27/80 from the Rajpur Sonarpur Municipality with respect to development on the total land admeasuring 42 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S & L.R. Dag No. 9 (morefully described in Schedule A

hereinbelow) referred to as the Scheduled Property under the Project Name "Southern Woods". The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

22. The promoter herein has been granted the commencement certificate to develop the Project vide approval dated 29.10.2022 bearing no. 132/Rev/CB/27/80.
23. The Promoter/ Co-Owner has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____.
24. The project consists of 11 storied building wherein the Ground and First Floor shall be used for commercial purposes and from Second to Eleventh shall be used for Residential purposes only.
25. The Purchaser/ Allottee herein being interested in the Project has applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ Square feet, type _____, on _____ floor along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ floor being parking no. _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment/ Unit" more particularly described in Schedule B and the floor plan of the apartment/ unit is annexed hereto and marked as Schedule C) and upon such allotment being made by way of a letter dated _____, the Purchaser/ Allottee entered into an Agreement of Sale dated _____ registered with _____ recorded in _____ with the Owner and Promoter/ Co-Owner for purchase of the said apartment/ unit as per the provisions of the WBRERA Act.
26. As per the terms of the Agreement of Sale the parties hereof have now agreed to enter into this Deed of Conveyance for the absolute transfer of the said apartment/ unit on the terms and conditions recorded in writing hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In these presents unless it is repugnant to or inconsistent with the subject or context the following expressions shall have the meaning assigned to them respectively:

- 1.1. **ALLOTTE(S)** / **PURCHASER(S)** shall mean the said _____ (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in office/interest and assigns).
- 1.2. **APARTMENT/ UNIT** shall mean _____ (more fully and particularly described in the **SCHEDULE "C"** hereunder written).
- 1.3. **BUILDING** shall mean the building named as "Southern Woods", comprising of Basement+G+11 floors having residential apartments and car parking spaces and commercial units being _____ (more fully and particularly described in the **SCHEDULE "B"** hereunder written).
- 1.4. **COMMON PORTIONS** shall mean the common parts portions facilities and amenities (including escalators, lifts, lift room, lift-shafts, lift installations, generator, generator room, generator installations, pump, pump room, pump installations, tube well and its installations, drains, sewers, boundary walls, main gates, paths and passages, staircases and lobbies and water reservoirs if any etc.) in the said Building (more fully and particularly mentioned and described in the **SCHEDULE "D"** hereunder written).
- 1.5. **COMMON PURPOSES** shall mean and include the purposes of upkeep, management, maintenance, administration and protection of the common parts and portions and the purpose of regulating mutual rights and liabilities of the owners, seller and/or occupants of the respective apartments and/or car parking spaces and all other purposes of matters in which the owners and occupants have common interest relating to the said Building.

- 1.6. **COMMON EXPENSES** shall mean and include expenses as mentioned in **SCHEDULE G** for upkeep of the common areas.
- 1.7. **CAR PARKING SPACE** shall mean Open/ Basement/ MLCP to be used for the allottee(s)/ purchaser(s) of the said **BUILDING 'SOUTHERN WOODS'**.
- 1.8. **HOLDING ORGANISATION/MAINTENANCE COMPANY** shall mean the company / Society / Association to be formed or promoted by the Owner/ Co-Owner for the common purposes, maintenance and upkeep of the said building.
- 1.9. **MAINTENANCE CHARGES** shall mean the proportionate share of maintenance charges agreed to be paid and/or contributed by the allottee(s)/ purchaser(s) in terms of this Deed to the said Independent Agencies.
- 1.10. **OWNER/ VENDOR** shall mean **Mr. Keshar Chand Padia**, son of Late Dwarka Das Padia, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 87,Southern Avenue, Kolkata – 700 029 includes his successor and/or successors in interest office and assigns.
- 1.11. **PROMOTER/ CO-OWNER** shall mean **LUMBERMAN WOOD PRIVATE LIMITED** (CIN No. _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1/1a Vanistrat Row, Kolkata – 700001 (PAN- _____), represented by its authorized signatory _____ includes men, agents, administrators and permitted assignees.
- 1.12. **PREMISES** shall mean All that piece and parcel of land admeasuring 42 cottahs 3 chattak 5 sq. ft. situated and lying at Holding Nos. 125, Uttar Kumrakhali, Ward No. 27 under Rajpur-Sonarpur Municipality, P.S. Narendrapur, District South 24 Parganas (more fully and particularly described in the **SCHEDULE A** hereunder written).

2. **INERPRETATIONS**

Unless there is something in the subject or context inconsistent with:

- 2.1. Where two or more persons are included in the expression "Allottee(s)/ Purchaser(s)" the covenants contained in this Deed which are expressly to be made by the Allottee(s)/ Purchaser(s) shall be deemed to be made by such persons jointly and severally.
- 2.2. Words importing persons shall include firms, companies and corporations and vice versa.
- 2.3. Any covenant by the Allottee(s)/ Purchaser(s) not to do any act or thing shall include an obligation not to permit such act or thing to be done and any covenant by the Allottee(s)/ Purchaser(s) to do or carry out some act or thing shall be deemed to have been satisfied if the Buyer shall have procured that act or thing to be done or carried out.
- 2.4. Any reference to any agreement, contract, deed or document shall be construed as including any amendment, variation, alteration or modification to it any novation of its and anything supplemental to it entered into or made with the consent of the Buyer and such consent not to be unreasonably withheld or delayed.
- 2.5. Any reference to statute shall include any statutory extension or modification or enactment of such statute any rule, regulation or orders made there under.
- 2.6. Headings shall be ignored for the purpose of interpretation.
- 2.7. Singular number shall include plural and vice versa.
- 2.8. Masculine gender shall include feminine and neuter genders and vice versa.

3. **SUBJECT MATTER OF CONVEYANCE**

- 3.1. A complete residential Flat/Apartment/ Unit together with undivided proportionate share of land and premises morefully mentioned in **Schedule "A"** in proportion to the area of the flat/apartment constructed, numbered as _____ on the ____Floor, measuring _____ carpet area, with floor types _____, more or less of the building "Southern Woods" with right to park _____ number of _____ size, road worthy, passenger vehicle, in allotted _____ car parking space, together with undivided

proportionate common areas in the building named "Southern Woods" as mentioned in **Schedule "C"**.

- 3.2. The aforesaid Sale and transfer is and subject to the easements and conditions mentioned more fully in **Schedule "E"** and **"F"** along with the Common Expenses more fully described in **Schedule "G"**.

4. CONSIDERATION

- 4.1. The Allottee(s)/Purchaser(s) has agreed to Purchase and the Vendor/ Owner and the Co-Owner has agreed to Sell the Apartment/ Unit No. _____ on the _____ Floor, along with right to park _____ cars in the building "Southern Woods" as mentioned in **Schedule "C"** on the Land Mentioned in **Schedule "A"** with common facilities mentioned in **Schedule "D"**, for a total consideration of Rs. _____/- (Rupees _____ only) subject to deduction of applicable tax at source.

- b. The above consideration has been paid in the following manner: **[To be filled in]**

5. VENDOR'S/ CO-ONWER'S COVENANTS

- 5.1. THAT notwithstanding any act deed matter or thing whatsoever by the Vendor and the Co-Owner done or executed or knowingly suffered to the contrary the Vendor and the Co-Owner are now lawfully rightfully and absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the said Apartment/ Unit And The Rights And Properties Appurtenant thereto 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.

- 5.2. THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor and the Co-Owner now have good right full power and absolute authority to grant convey transfer sell and assign the said Apartment/ Unit And the rights and properties appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Allottee(s)/Purchaser(s) in the manner as aforesaid.

- 5.3. THAT the said Apartment/ Unit and the rights and properties appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be are now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens made or suffered by the Vendor and the Co-Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor and the Co-Owner.
- 5.4. THAT the Allottee(s)/Purchaser(s) shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said Apartment/ Unit without any interference from the Vendor and the Co-Owner.
- 5.5. THAT the Purchasers shall be freed, cleared and absolutely discharged, saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispensens, debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor and the Co-Owner or any person or persons lawfully or equitably claiming as aforesaid.
- 5.6. AND FURTHER THAT the Vendor and the Co-Owner and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment/ Unit the Vendor and the Co-Owner shall and will from time to time and at all times hereafter at the request of the Allottee(s)/Purchaser(s) make do and execute or cause to be made done and executed all such further and lawful acts, deeds or things whatsoever for further better or more perfectly assuring the said Apartment/ Unit and every part thereof unto and to the use of the Allottee(s)/Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.
- 5.7. THAT all statutory revenue, taxes, surcharge, outgoings and levies of or on the Said Apartment/ Unit, relating to the period till the date of execution of this Conveyance, in respect of which demand has been made and/or is in the knowledge of the Vendor and the Co-Owner, shall be borne, paid and discharged by the Vendor and the Co-Owner, with regard to which the Vendor and the Co-Owner hereby indemnifies and agrees to keep the Allottee(s)/Purchaser(s) fully and comprehensively saved, harmless and indemnified.

- 5.8. THAT the Vendor and the Co-Owner declare that the Allottee(s)/Purchaser(s) shall be fully entitled to mutate its name in all public and statutory records and the Vendor and the Co-Owner hereby expressly consents to the same. The Vendors undertakes to cooperate with the Allottee(s)/Purchaser(s) in all respect to cause mutation of the Said Apartment/ Unit in the name of the Allottee(s)/Purchaser(s) and in this regard shall sign all documents and papers as required by the Allottee(s)/Purchaser(s).
- 5.9. THAT the Vendor and the Co-Owner have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby and where under the said Apartment/ Unit hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

6. **PURCHASER'S COVENANTS**

- 6.1. THAT the Allottee(s)/Purchaser(s) shall at all times hereafter regularly and punctually make payment of all the municipal taxes and other outgoings and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Apartment/ Unit as a whole and for the common parts and portions.
- 6.2. That the Allottee(s)/Purchaser(s) shall at all times pay the charges to the Maintenance chargers for the common expenses (more fully mentioned in **Schedule G**) to the company / Society / Association to be formed or promoted by the Vendor/ Co-Owner for the common purposes, maintenance and upkeep of the said building for enjoying the common amenities and the common areas morefully mentioned in **Schedule D** and the common facilities.
- 6.3. That the Allottee(s) / Purchaser(s) shall follow the norms as laid down by the Indian Green Building Council.
- 6.4. It is agreed that the Allottee(s) / Purchaser(s) shall pay the proportionate share of the Municipality Tax to the Vendor and the Co-Owner from the date of execution of this Conveyance Deed till the mutation is done in the name of the Allottee(s)/Purchaser(s). Once the Mutation is done, the Purchasers shall pay the Municipality Tax directly to the Municipal Corporation.

- 6.5. The registration charges, stamp duty and all other legal and incidental expenses shall be payable by the Allottee(s)/Purchaser(s).

7. POSSESSION

- 7.1. It is hereby confirmed, recorded and declared that the Allottee(s)/Purchaser(s) have been put in vacant possession of the apartment/ Unit (hereunder referred to as Possession date) on or before the execution of the Conveyance Deed.
- 7.2. On and from the said possession date the Allottee(s)/Purchaser(s) has confirmed itself it shall regularly and punctually make payment of municipal rates taxes and other outgoings payable in respect of the said Apartment/ Unit and Properties Appurtenant thereto until the Municipality assesses the same.

SCHEDULE A
(THE SAID PREMISES)

All that piece and parcel of land admeasuring 42 cottahs 3 chattak 5 sq. ft. situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S., R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S Khatian No. 1239, L.R. Khatian Nos. 432 and 1214/1, Holding Nos. 125, Uttar Kumrakhali, Ward No. 27 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24 Parganas, butted and bounded as follows:

ON THE NORTH: _____;
ON THE SOUTH: _____;
ON THE WEST: _____;
ON THE EAST: _____.

SCHEDULE B
(THE SAID BUILDING)

All that the building named “Southern Woods”, comprising of G+11 floors having residential apartments and car parking spaces (Open/ Basement/ MLCP) at the said premises.

SCHEDULE C
(THE SAID APARTMENT)

All that the Apartment/ Unit No. ___ on the _____ Floor, measuring _____ carpet area, more or less, having floor type _____ in the building “Southern Woods” with right to park

_____ no. of medium size road worthy passenger vehicle, in the allotted _____ car parking space, together with variable undivided proportionate share in the land underneath the said building attributable to the said Apartment/ Unit and also proportionate share in the common area and portions, more fully described in Schedule D in the "Southern Woods".

SCHEDULE D
(The Common areas, Parts and Portion)

SECTION - A

1. AREAS :

- A) Entrance and exits to the Building.
- B) Common Toilet(s)/ Urinals, security enclosures, association room, reception area etc
- C) Boundary walls and main gate of the Building.
- D) Staircases and lobbies on all the floors including Ground & Basement.
- E) Entrance lobby, ramps, driveways except Car Parking Space, electric/ utility rooms/ spaces, generator room(s), pumps/ motors room/space.
- F) Lift wall/ well, landings, lift machinery rooms, staircases etc.
- G) Fire Fighting system Installations e.g. Jockey pump, Fire pump.
- H) Overhead tank/ Underground Reservoir/ Iron removal plant/ Deep tube well.
- I) The Open roof on the top floor of the building.
- J) **Community Hall**

2. WATER, PLUMBING AND DRAINAGE:

- A) Drainage and sewage lines and other installations for the same (except only those as are installed within the exclusive area of any Apartment/ Unit and/or exclusively for its use).
- B) Water supply systems.
- C) Deep tube well of adequate capacity, water pumps and motors, Iron removal plant underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Apartment/ Unit and/or exclusively for its use).

3. ELECTRICAL INSTALLATIONS:

- A) Transformer, Switch gears, Air Circuit Breaker, Electrical wiring, **WBSC meters**, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any Apartment/ Unit and/or exclusively for its use).
- B) Lighting of the Common Portions.
- C) All lifts, Escalators alongwith all accessories and installations.
- D) Generator, its installation and allied accessories.

4. FIRE FIGHTING SYSTEMS & INSTALLATIONS (Except those as one installed within the Exclusive area of any Apartment/ Unit and/or exclusively for its use).

5. OTHERS :

Such other common parts, areas equipments, installations fittings, fixtures and spaces in or about the Premises and the Buildings as are necessary for passage to and/or user of the Apartments/ Units in common by the Co-Owners.

SECTION - B

- 1. **CESC H.T. Line all expenses upto L.T. Line Transformer Meter/Sub meter costs, Wiring, cable an installations etc.**
- 2. Generators.
- 3. Water filtration Plant.
- 4. Firefighting equipment.

SCHEDULE E

(Easements Or Quasi-Easements)

- 1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical 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 and to any part (other than the Said Apartment) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartment / Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right by Allottee(s)/ occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.

SCHEDULE F
(Rights and Restrictions)

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment/ Unit or therewith.
2. The right of access and passage in common with the Vendors and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube well, lifts and electrical installations and all other common areas installations and facilities in the Building and the Said Premises.
3. The main gates, pathways and driveways are common area as more fully discussed in Schedule D. **However the road facing area in front of the commercial portion and portion of car parking lot/area along with the entry, exit and driveways _____ are reserved by the Vendor for commercial use, which shall not be considered or form part of common area.**
4. 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 Apartment/ Unit with or without vehicles over and along the drive-ways and pathways and it is hereby declared that nothing herein contained shall permit the Allottee(s)/Purchaser(s) or any person deriving title under the Allottee(s)/Purchaser(s) or the servants agents employees

and invitees of the Allottee(s)/Purchaser(s) to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of or other person or persons including the Vendor/Co-Owner and the Society/ Service Company along such drive way and path ways as aforesaid.

6. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment/ Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so far as may be reasonably necessary for the beneficial occupation of the Said Apartment/ Unit and for all purposes whatsoever.
7. The right with or without workmen and necessary materials for the Allottee(s)/Purchaser(s) to enter from time to time upon the other parts of the Building and the Said 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 Apartment/ Unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Owners and occupiers of the other apartments/ units and portion of the Building.

SCHEDULE G

(Common Expenses)

1. All costs of maintenance, operation, repairs, replacement services and white washing painting, rebuilding, reconstructing, decorating, redecorating, advertising, marketing, of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, lift man etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightning, mob - violence, civil commotion etc. if insured.

4. Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all charges incidental thereto.
5. Sinking fund and other contributions.
6. Municipal and other rates and taxes and all other outgoings including save those which would be separately assessed and/or incurred in respect of any apartment.
7. Electricity expenses for lighting all the common parts outer walls of the building, car parking space and for operation of all the common areas.
8. Operational cost of the Intercom, EPAX, Close Circuit TV, Fire fighting equipments.

MEMO OF CONSIDERATION

RECEIPT AND MEMO OF CONSIDERATION

Sl. No.	Pay Order/ Cheque	Date	Amount	Bank	Paid To
1.					
6.				TDS deducted @ 1% of consideration u/s 194 IA of Income Tax Act, 1961	
TOTAL					

Signature of the Vendor

Signature of the Co-Owner

Witness

1.

2.

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

SIGNED SEALED AND DELIVERED by the
within named Vendor/ Owner at Kolkata

Mr. Keshar Chand Padia
Represented by its Constituted Attorney
Mr. Vijay Padia

who has also put his finger prints in the presence
of:

SIGNED SEALED AND DELIVERED by the
within named Promoter/ Co-Owner at Kolkata

Lumberman Wood Private Limited
Represented by its Director
Mr. Vijay Padia

who has also put his finger prints in the presence
of:

SIGNED SEALED AND DELIVERED by the
within named Purchaser at Kolkata

who has also put his finger prints in the presence
of:

DEED OF CONVEYANCE

DATED THE ___ DAY OF _____ 2023

**KESAR CHAND PADIA
(VENDOR/ OWNER)**

&

LUMBERMAN WOOD PRIVATE LIMITED

(PROMOTER/ CO-OWNER)

&

(PURCHASER)

PREPARED BY

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