

1. **Date:**
2. **Nature of document:** Deed of Conveyance
3. **Parties:**

- 3.1 OWNERS:** (which expression shall mean and include each of their respective successors-in-interest and/or assigns)
- 3.1.1 ADYA KUTIR PRIVATE LIMITED (PAN AAHCA0922H)**, a company existing under the provisions of the Companies Act, 2013, having its registered office at 'Todi Mansion', 9th floor, 1, Lu Shun Sarani, Kolkata - 700 073, Police Station - Bowbazar, Post Office - Chittaranjan Avenue, District - Kolkata;
- 3.1.2 THREE HA INDUSTRIES PRIVATE LIMITED (PAN AABCT1357K)**, a company existing under the provisions of the Companies Act, 2013, having its registered office at 'Todi Mansion', 9th floor, 1, Lu Shun Sarani, Kolkata - 700 073, Police Station - Bowbazar, Post Office - Chittaranjan Avenue, District - Kolkata;
- 3.1.3 ADYA PLAZA PRIVATE LIMITED (PAN AAHCA8063F)**, a company existing under the provisions of the Companies Act, 2013, having its registered office at 14F, Swinhoe Street, Kolkata - 700 019, Post Office - Ballygunge, Police Station - Gariahat, District – South 24 Parganas;
- 3.1.4 SUHANA AWAS PRIVATE LIMITED (PAN AALCS3838C)**, a company existing under the provisions of the Companies Act, 2013, having its registered office at 14F, Swinhoe Street, Kolkata - 700 019, Post Office - Ballygunge, Police Station- Gariahat, District – South 24 Parganas;

all being represented by its Authorized Signatory/Director **MR. ARPAN DUTTA (PAN ARQPD3478A) (Mobile No. 8334888298) (Aadhaar No. 6890 2990 4553)**, son of Mr. Sambhu Nath Datta, residing at Vill – Kamarpol (Ramkrishna Polly), Post Office - Sarisha Police Station - Diamond Harbour, District- South 24 Parganas, Pin - 743368, of the **FIRST PART**

AND

- 3.2 DEVELOPER: HAZRA EXOTICA LLP (PAN AAIFH0141H)**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 14F, Swinhoe Street, Kolkata - 700 019, Police Station – Ballygunge, Police Station - Gariahat, District – South 24 Parganas, represented by its authorized signatory, **MR. ARPAN DUTTA (PAN ARQPD3478A)(Mobile No. 8334888298) (Aadhaar No. 6890 2990 4553)**, son of Mr. Sambhu Nath Datta, residing at Vill- Kamarpol (Ramkrishna Polly), Post Office- Sarisha Police Station - Diamond Harbour, District- South 24 Parganas, Pin – 743368 (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said LLP, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees), of the **SECOND PART.**

AND

3.3 PURCHASERS: (1) MR./MRS. _____ (PAN – _____) (Mobile No. _____) (Aadhaar No. _____), son/daughter/wife of _____, residing at _____, Police Station- _____, Post Office- _____, District- _____, Pin No. _____, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Purchaser's heirs, executors, administrators, successors-in-interest and/or assigns), of the **THIRD PART**.

(The Owners and the Developer are, collectively, referred to as the "**Promoters**" and the Owners, the Developer and the Purchaser are, hereinafter, collectively, referred to as the "**Parties**" and individually as a "**Party**").

DEFINITIONS :

For the purpose of this indenture of conveyance, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Regulations**" means the Regulations 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.

BACKGROUND:

- A.** As per the Devolution of title morefully mentioned in **SECOND SCHEDULE** hereunder written, the Owners herein became and are the full and absolute owners of All That the piece and parcel of land recorded as measuring 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq. ft. more or less together with the structures, situate, lying at and being premises no. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, Police Station Haridevpur (formerly Thakurpukur, and prior thereto Behala), Post Office Barisha, within Ward No. 122 of the Kolkata Municipal Corporation, more specifically described in the **FIRST SCHEDULE** hereunder written (the "**SAID LAND**").
- B.** In terms of the mutual understanding arrived at between the Owners and the Developer, in lieu of the consideration and on the terms and conditions mutually agreed to and thereafter subsequently recorded in the development agreement dated 10th January, 2017, registered with the District Sub-Registrar -II, Alipore, South 24 Parganas, in Book No. I, Volume No. 1602-2017, Pages 5340 to 5399,

Being No. 160200177 for the year 2017 (the "**DEVELOPMENT AGREEMENT**"), the Owners granted in favour of the Developer herein, inter alia, the exclusive right to develop and deal with the Said Land and/or every part and portion thereof and further to receive the consideration in the manner and subject to their mutually agreed terms and conditions. **Provided, however**, that for all actions and/or works done or to be done by the Developer in terms of the said Development Agreement, only the Developer will be responsible for all costs and consequences and in case of any claim and/or demand and/or any authority requiring any compliance to be done as per the prevailing law(s) then, and in such event, the Developer only shall be liable to do the needful and/or comply with such requisitions of the concerned authority, as the case may be, at the Developer's costs and consequences and in this regard the Developer shall keep the Owners saved harmless and indemnified in all respect.

- C. In pursuance of the aforesaid understanding, the Owners applied to the Kolkata Municipal Corporation, in pursuance whereof a plan bearing **Building Permit No. 2016130109, dated 27th September, 2016** (the "**SAID PLAN**"), was gotten sanctioned by the Developer from the Kolkata Municipal Corporation (KMC) for construction of the building and/or buildings on the Said Land consisting of self-contained apartments and other constructed spaces intended to be used for permissible purposes. The Developer has since commenced the construction and development of the project christened "**SHRIVATS**" comprising the said buildings (the "**COMPLEX**").
- D. Flats/units/apartments were offered in the Complex to the intending purchasers and pursuant to such offer the Purchaser approached the Developer and in terms of the agreement for sale dated _____ executed by and between the Parties herein (the "**AGREEMENT FOR SALE**") the Promoters (for the consideration and other amounts stated therein, but subject to compliance and fulfilment by the Purchaser of the terms and conditions recorded therein) have agreed to sell and/or transfer in favour of the Purchaser, **ALL THAT** the residential apartment (the "**FLAT**") **along with** pro rata share (the "**SAID SHARE**") in the common area which common areas are defined under clause (m) of section 2 of the Act (collectively the "**COMMON AREAS**") **as also** the right to use (along with other occupants and maintenance staff etc. of the Complex) the Common Areas (the "**RIGHTS**") **together with** the permission to park medium sized vehicle, (as a facility and/or benefit to the Purchaser) in the designated parking slot to be decided by the Developer, in due course, within the Complex (as per the Developer's scheme of vehicle parking within the Complex) on or before handing over possession of the Common Areas to the association of flat/unit owners under the applicable law(s) (the "**FACILITY FOR PARKING**") more fully described in the third schedule to the said

Agreement For Sale and also more particularly described in **PART I, PART II, PART III and PART IV** respectively of the **THIRD SCHEDULE** hereunder written.

- E. The Flat, the Said Share, the Rights and the Facility for Parking are hereinafter, collectively referred to as the "**SAID APARTMENT**".
- F. Pending the completion of the construction and development of the Complex and as required upon the coming into force of the Act and the Rules the Promoters have since registered the Complex under the provisions of the said Act and/or the said Rules under Registration No. **HIRA/P/KOL/2018/000171, Dated 19/11/2018.**
- G. The Promoters has since completed the construction of the Complex including the said Flat and has also completed the construction of the Common Areas comprised within the Complex. The Promoters have also since obtained the completion certificate of the Complex from the competent authorities **vide no. 2020130010, Dated 24/02/2021.**
- H. In pursuance of the aforesaid and by these presents the Said Apartment in the Complex is being conveyed and/or transferred by the Promoters to the Purchaser.
- I. The Purchaser has made himself fully satisfied about the right, title and/or entitlement of the Owners in the Said Land, the development rights of the Developer, the Said Plan, all background papers, the right of the Promoters to grant this conveyance and the extent of the rights being granted in favour of the Purchaser and the Purchaser hereby accepts the same and will not raise any objection with regard thereto.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement and in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the **FOURTH SCHEDULE** hereunder written (all of which payments have been made to the Developer in terms of the Said Agreement dated _____, and the receipt whereof the Developer do hereby as also by the Memo hereunder written admit and acknowledge to have received and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Apartment), the Promoters do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Flat, the Facility For Parking the Said Share and the Rights as per details given in **PART – I, PART - II, PART III AND PART IV** respectively, of the **THIRD SCHEDULE** hereunder (herein before as also hereinafter, collectively, the "**SAID APARTMENT**"), **TO HAVE AND TO HOLD** the Said Apartment unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment or in anywise appertaining thereto, or any part thereof, usually held,

used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoters into or upon the Said Apartment **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Apartment wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the Said Share, being the undivided proportionate indivisible share of the Purchaser in the Common Areas and the Rights being the right of user and enjoyment of the Common Areas thereof shall always be deemed to have been conveyed to the Purchaser by the Promoters with the said Flat and Facility For Parking even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

2. PURCHASER'S COVENANTS:

2.1 The Purchaser covenant with the Promoters that the Purchaser shall:

- 2.1.1 Inspection of Plan/Fixtures/Fittings:** The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the Complex and/or the said Flat and is satisfied as to the Said Plan and/or the construction of the Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Flat and also to the nature, scope and extent of benefit or interest in the Complex and/or in the Common Areas.
- 2.1.2 User:** use the said Flat only for the purpose of residence and for no other purpose whatsoever.
- 2.1.3 Use of Common Areas:** be entitled to use and enjoy (along with other purchasers/occupants of other apartments/units in the Complex) only such of the Common Areas which would be earmarked and/or designated for common use by the Promoters.
- 2.1.4 Payment of Rates and Taxes:** pay all taxes, mutation fees payable to Kolkata Municipal Corporation, charges, levies and impositions payable as owner or the occupier of the said Flat as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.

- 2.1.5 Color Scheme/Modifications :** Not change/ modify/alter the external façade (on all sides) of the said Flat in any manner whatsoever and/or not to change/modify/alter the color scheme of all areas/surfaces of the said Flat which are part of the exterior elevation and/or part of the exterior color scheme of the Complex.
- 2.1.6 Good Order and Condition:** Keep the interiors of the said Flat and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.
- 2.1.7 Necessary Repairs and Maintenance:** Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the said Flat without causing any inconvenience to the other owners/occupiers of the Complex.
- 2.1.8 Observance of Laws:** Observe all laws, rules and/or regulations and abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex and shall also abide by the Applicable Laws and ensure that under no circumstances, the Promoter are held responsible or liable for any liability, whatsoever, for the same.
- 2.1.9 Cooperate with other Co Owners:** co-operate with the other Co-Buyers and Co-Occupiers of the Complex, the Promoter and/or the Association, as the case may be, in the management and maintenance of the said Flat, the Complex and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the said Flat, the Complex
- 2.1.10 Compensation for damages:** pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Complex, that has been caused by the negligence and/or wilful act of the Purchaser and/or any occupier of the said Flat and/or family members, guests or servants of the Purchaser or such other occupiers of the said Flat.
- 2.1.11 Repairs and maintenance of the Flat:** , be (after taking possession) solely responsible to maintain the said Flat at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the said Flat and shall keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Complex is not in any way damaged or jeopardized.

- 2.1.12 **Signing of documents of common interest:** sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Complex.
- 2.1.13 **Repairs during permissible hours:** carry out any repair or interior or any other works in the said Flat only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Complex.
- 2.1.14 **Service Lines only through designated ducts:** draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Complex. The main electric meter shall be installed only at the common meter space in the Complex, as the case may be. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Complex, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be.
- 2.1.15 **Responsibility regarding domestic help/pets:** remain fully responsible for any domestic help or drivers, maids employed by the Purchaser and any pets kept by the Purchaser.

2.2 The Purchaser shall not:

- 2.2.1 **Repair:** Ask the Promoters to undertake any repair or rectification work in the said Flat.
- 2.2.2 **Complaint:** Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the said Flat and/or the amenities, utilities and/or facilities provided in the said Flat and/or the Facility For Parking and/or in the Complex.
- 2.2.3 **Nuisance:** Do, allow or cause to be done anything within or in the vicinity of the said Flat and/or the Facility For Parking, which may cause nuisance or annoyance to others.
- 2.2.4 **Storage of Hazardous Goods:** Store or bring or allow to be stored and brought in the said Flat and/or the Facility For Parking any goods of hazardous or combustible nature

or any heavy material that may affect or endanger the structural stability of the said Flat.

- 2.2.5 **Illegal or Immoral Use:** Use or permit the user of, any portion of the said Flat, for any illegal or immoral activities.
- 2.2.6 **Cleanliness:** Accumulate or throw any dirt, rubbish, waste or refuse in or about the said Flat and/or the Facility For Parking.
- 2.2.7 **Hindrances:** Keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors and other places of common use in the Complex.
- 2.2.8 **Obstruction:** Do any act, deed or thing whereby the rights of occupiers of other units/flats in the building in which the said Flat is situated is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the said Flat.
- 2.2.9 **No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of the Complex and/or in the Common Areas save and except the said Flat to the extent applicable under the scope of the relevant laws .
- 2.2.10 **No refund of Extra Charges:** not to claim under any circumstances, whatsoever, all amounts paid by the Purchaser to the Developer towards the extra charges as defined in the Agreement For Sale.
- 2.2.11 **Put up Letter box/signage:** Not to put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the said Flat or on the outside wall of the building so as to be visible from outside the said Flat. Save at the place as be approved or provided by the Promoter. Nothing contained herein shall, however, prevent the Purchaser to put a decent name plate on the outer-face of the main door of the said Flat.
- 2.2.12 **Object to the installations:** not to object to the erection, and maintenance of communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Complex, which may be allowed to be put up to ensure better connectivity and/or better network within the Complex and/or to augment the financial resources of the Association without the Purchaser being required to pay any charges for the same.
- 2.2.13 **Internal Repairs:** not remove any wall, including the outer and load bearing wall of the said Flat and also not demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of

whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pillars or other structural members in the said Flat without the prior written permission of the Promoter and/or the Association

- 2.2.14 Common Installations:** not to object to the Promoters decision about earmarking of and/or if necessary shifting to another suitable location, parking spaces. electric sub-station, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. in the Complex and/or other installations for permitted uses as per the Said Plan.
- 2.2.15 Rubbish and Garbage:** not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Said Land and the building in which the said Flat is situated, other than in the area earmarked for the such purpose.
- 2.2.16 No subdivision:** not sub-divide the said Flat and/or any part or portion thereof;
- 2.2.17 No closing of area:** not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions and not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Flat;
- 2.2.18 Grills/ Collapsible gate and common areas:** not install grills/collapsible gate, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Complex and not to build, erect or put upon the Common Areas any item of any nature whatsoever and shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Complex in any manner;
- 2.2.19 No disturbing noise:** not make or permit any disturbing noises in the said Flat by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Complex;
- 2.2.20 No storage of garbage/goods/enclosing of parking areas:** not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/collapsible gate/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein and not park or allow its vehicle to be parked in the pathway or open spaces in the Complex or any part or portion

thereof, save and except the parking space allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Complex;

- 2.2.21 No shifting of kitchen toilets etc:** not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Complex in any manner whatsoever;
- 2.2.22 Misuse of water supply:** not misuse or permit to be misused the water supply to the said Flat;
- 2.2.23 No change of Complex name:** not change / alter / modify the name of the Complex from that mentioned in this Deed;
- 2.2.24 Promoters mark/logo:** not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Flat and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 2.2.25 No obnoxious activity:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Flat, the garage or parking space, if any, and the Common Areas;
- 2.2.26 No heavy articles:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
- 2.2.27 No generator in flat:** not install or keep or run any generator in the said Flat and the Facility For Parking, if any;
- 2.2.28 No smoking in public areas:** not smoke in public places inside the Complex which is strictly prohibited and the Purchaser and the Purchaser's guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 2.2.29 No overloading of lift:** not overload the passenger lifts and shall move goods only through the staircase of the building/Complex and not use the elevators in case of fire;
- 2.2.30 No objection to neon sign etc.** not object to the Promoter and the Association, who shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- 2.2.31 Not fixing of antennae etc:** not fix or install any antenna on the roof or terrace of the building/Complex or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;

- 2.2.32 Hanging of clothes etc:** not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- 2.2.33 Refusal for work for common purposes:** not refuse or neglect to carry out any work directed to be executed in the building/Complex or in the said Flat after the Purchaser has taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 2.2.34 General decency:** not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Complex.
- 2.2.35 Broadband, cable etc:** not object to the Promoter providing connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Complex only from designated vendors and also not to object to the Promoters entering into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Complex and which would be declared to be common facilities by the Promoter. Also not to object to have the contracts/ agreements, if any, entered into by the Promoter to be continued for the period of validity of these contracts/agreements till such time the Association, takes over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association.

3. **PROMOTER'S COVENANTS:**

- a. The Promoters and each of them doth hereby profess that the title being transferred to the Purchaser in the Said Apartment subsists and that the Promoters and each of them have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.
- b. The Promoters and each of them doth hereby covenant with the Purchaser that the Promoters and each of them in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Apartment.
- c. The Owner, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with

the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser and in due course of time, handover all such title deeds to the Association.

4. MUTUAL COVENANTS:

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- 4.1 Transfer/conveyance of Common Area:** The Purchaser has been categorically made aware by the Promoters that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the said Act read with the said Rules as is applicable in the state of West Bengal) the Promoters would be under obligation, inter alia, to transfer the Common Areas (as morefully defined in clause (m) of section 2 of the said Act to the extent applicable to the Complex) to the Association, (as defined below) when formed. The Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Promoter sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Promoters. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration, if so required, at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.
- 4.2 Maintenance of the Complex:** The Common Area comprised within the Complex, shall be in the exclusive ownership, control, management and administration of the Association to be registered under the name of “**SHRIVATS RESIDENTS ASSOCIATION**” or under such other name as may be so approved (the “**ASSOCIATION**”).
- 4.3** The deposits / sinking fund etc. paid / deposited by the Purchaser to the Promoter shall be transferred by the Promoter to the said Association after adjustment of all dues payable by the Purchaser to the Promoter provided always that the Purchaser shall continue to pay (on and from the date of issue of completion certificate of the Complex by the concerned authorities till the date the maintenance and management of the Complex if handed over to the Association of flat owners) maintenance charges to the Developer every month as per the maintenance bills raised by the Developer and and/or intimation in writing issued by the Developer, as the case may be.

- 4.4 The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Purchasers and the Promoter, hereunder reserved.
- 4.5 The Purchaser's proportionate share in all matters concerning the said Flat and/or the Said Apartment, as the case maybe, shall be the proportion which the carpet area of the said Flat may bear to the carpet area of all the apartments/units of the Complex. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoter or the Association upon its formation shall be binding on the Purchaser.
- 4.6 The Purchaser shall be and remain responsible for indemnifying the Promoters and the Association against all damages costs claims demands and proceedings occasioned or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 4.7 Any delay or indulgence by the Promoter in enforcing the terms of this indenture or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Promoter.
- 4.8 The Complex shall bear the name "**SHRIVATS**".
- 4.9 This Indenture and the said Agreement For Sale executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction between, the Agreement For Sale between the Parties and his Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoter or its agents, servants or employees other than what is specifically set forth herein and/or in the Agreement For Sale between the Parties.
5. **Agreed Rules of Interpretation:** The following are the agreed rules of interpretation of this Indenture of Conveyance;
- (i) Words importing singular number, shall wherever applicable, include plural number.

(ii) Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.

(iii) Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such schedule.

(iv) Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID LAND)

ALL THAT the piece and parcel of land recorded as measuring 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq. ft. more or less together with the Complex to be constructed thereon, situate, lying at and being Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, Police Station Haridevpur (formerly Thakurpukur and prior thereto Behala), Post Office Barisha, within Ward No. 122 of the Kolkata Municipal Corporation, and butted and bounded in the following manner:-

ON THE NORTH : By the public road known as Raja Ram Mohan Roy Road, Kolkata;

ON THE EAST : Partly by Premises No. 205A/1, Raja Ram Mohan Roy Road, Kolkata, partly by Premises No. 82/2, Raja Ram Mohan Roy Road, Kolkata and partly by the public road known as Raja Ram Mohan Roy Road, Kolkata;

ON THE WEST : Partly by Premises No. 82/1, Raja Ram Mohan Roy Road, Kolkata, partly by Premises No. 228/C, Raja Ram Mohan Roy Road, Kolkata and partly by Premises No. 229, Raja Ram Mohan Roy Road, Kolkata; and

ON THE SOUTH : By Premises No. 84/6A, Raja Ram Mohan Roy Road, Kolkata.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Devolution of Title)

1. By and under a Bengali Deed of Partition dated 28th April, 1959, registered with the Joint Sub-Registrar of Alipore at Behala, in Book No. I, Volume No. 33, Pages 257 to 278, Being Deed No. 2599 for the year 1959, Sudhir Kumar Samanta, son of Behari Lal Samanta, was allotted, transferred and conveyed, to the exclusion of all others, the sole and absolute ownership, right, title and interest, free from all encumbrances, liabilities, third party claims etc., in respect of/over All That the several pieces and parcels of divided, demarcated and identified contiguous and continuous lands of diverse nature/classification and measurements together with structures thereon, comprised in portions of several R.S. Dag Nos. appertaining to several Khatian Nos. as detailed hereinbelow, all situate at

Mouza Saiyadpur, J. L. No. 12, Police Station Behala, within the jurisdiction of the South Suburban Municipality, District 24 Parganas:

- a) divided, demarcated and identified portion of land classified as baastu, admeasuring 42 (Forty-Two) decimals more or less, comprised in a portion of R. S. Dag No. 147, recorded in R. S. Khatian No. 323 ("**Sudhir Portion of Dag No. 147**");
 - b) divided, demarcated and identified portion of land classified as sali, admeasuring 24.50 (Twenty-Four Point Fifty) decimals more or less, comprised in a portion of R. S. Dag No. 148, recorded in R. S. Khatian No. 323 ("**Sudhir Portion of Dag No. 148**");
 - c) divided, demarcated and identified portion of land classified as danga, admeasuring 1.50 (One Point Fifty) decimals more or less, comprised in a portion of R. S. Dag No. 149, recorded in R. S. Khatian No. 323 ("**Sudhir Portion of Dag No. 149**") and
 - d) divided, demarcated and identified portion of land classified as sali, admeasuring 4.50 (Four Point Fifty) decimals more or less, comprised in a portion of R. S. Dag No. 153, recorded in R. S. Khatian No. 308 ("**Sudhir Portion of Dag No. 153**"), (collectively, "**Larger Property**")
2. Thus, in pursuance of the aforesaid, the said Sudhir Kumar Samanta alias Sudhir Samanta became the full and absolute owner of the entirety of the Larger Property, and while portions of the Larger Property were duly assessed by the Kolkata Municipal Corporation as Premises No. 204, Raja Ram Mohan Roy Road, Kolkata-700 008 admeasuring 7 (Seven) cottahs 5 (Five) chittacks more or less, vide Assessee No. 41-122-10-0204-4, and Premises No. 230, Raja Ram Mohan Roy Road, Kolkata - 700 008 admeasuring 7 (Seven) cottahs more or less, vide Assessee No. 41-122-10-0230-5 (collectively, "**Assessed Portions**"), the balance portion of the Larger Property remained un-assessed by the Kolkata Municipal Corporation ("**Un-Assessed Portion**").
 3. The said Sudhir Kumar Samanta, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate as a bachelor on 18th December, 1996, leaving him surviving 3 (three) brothers, namely, Ajit Kumar Samanta, Arun Kumar Samanta and Satyendra Nath Samanta and 6 (six) sisters, namely, Kamala Das, wife of Nemai Das, Bimala Das, wife of Balai Das, Anila Dey, wife of Rash Behari Dey, Pramila Das, wife of Panchu Gopal Das, Nirmala Kar, wife of Rabindra Nath Kar, and Urmila Bera alias Urmila Adhir Bera, wife of Adhir Kumar Bera, as his only legal heirs and heiresses, who, under the laws of succession, were and/or became entitled to the entirety of the estate of the said Sudhir Kumar Samanta to the exclusion of all others (collectively "**Legal Heirs of Sudhir Kumar Samanta**"), and thus the Legal Heirs of Sudhir Kumar Samanta collectively became the full and absolute owners of the Larger Property, with each of them being respectively entitled to an equal undivided 1/9th (one-ninth) share and/or interest in the Larger Property.
 4. One of the Legal Heirs of Sudhir Kumar Samanta, namely the said Urmila Bera died intestate on 4th April, 2000, leaving her surviving 1 (one) son, namely Mohan Lal Bera alias Mohan Lal Adhir Kumar Bera, and 2 (two) daughters, namely, Mita Das, wife of Bikash Chandra Das, and Gita Jana, wife of Jagannath Jana, as her only legal heirs and heiresses (collectively "**Legal Heirs of Urmila Bera**"), who thus collectively and in equal shares, became the full and absolute owners of the said undivided 1/9th (one-ninth) share and/or interest of the said Urmila Bera in the Larger Property.

5. Sisir Kumar Kar, son of Nirmala Kar (one of the Legal Heirs of Sudhir Kumar Samanta) died intestate on 3rd January, 2001, leaving him surviving his wife, namely Shrabani Kar, and 1 (one) son, namely Ambarish Kar as his only legal heirs and heiress (jointly "**Legal Heirs of Sisir Kumar Kar**"), who thus jointly and in equal shares, became the full and absolute owners of the entirety of the estate of the said Sisir Kumar Kar.
6. One of the Legal Heirs of Sudhir Kumar Samanta, namely Nirmala Kar died intestate on 22nd March, 2001, leaving her surviving 3 (three) sons, namely, Rathindra Nath Kar, Samir Kumar Kar and Mihir Kar, 1 (one) daughter, namely Latika Samanta, wife of Anil Samanta, and the Legal Heirs of Sisir Kumar Kar as her only legal heirs and heiresses (collectively, "**Legal Heirs of Nirmala Kar**"), who thus collectively and in their respective shares (as detailed hereinbelow) became the full and absolute owners of the undivided 1/9th (one-ninth) share and/or interest of the said Nirmala Kar in the Larger Property:

Name	Undivided Share and/or interest in the Larger Property
Rathindra Nath Kar	1/45 th (one-forty fifth)
Samir Kumar Kar	1/45 th (one-forty fifth)
Mihir Kar	1/45 th (one-forty fifth)
Latika Samanta	1/45 th (one-forty fifth)
Shrabani Kar	1/90 th (one-ninetieth)
Ambarish Kar	1/90 th (one-ninetieth)

7. One of the Legal Heirs of Sudhir Kumar Samanta, namely Satyendra Nath Samanta died intestate on 19th December, 2002, leaving him surviving his wife, Sefali Samanta, and 2 (two) sons, namely, Subrata Samanta and Soumitra Samanta as his only legal heirs and heiress (collectively, "**Legal Heirs of Satyendra Nath Samanta**"), who thus collectively and in equal shares became the full and absolute owners of the undivided 1/9th (one-ninth) share and/or interest of the said Satyendra Nath Samanta in the Larger Property.
8. One of the Legal Heirs of Nirmala Kar, namely Mihir Kar, died intestate on 23rd January, 2008, leaving him surviving his wife, Mallika Kar, and 2 (two) sons, namely, Arijit Kar and Aritra Kar as his only legal heirs and heiress (collectively, "**Legal Heirs of Mihir Kar**"), who thus collectively and in equal shares became the full and absolute owners of the undivided 1/45th (one-forty fifth) share and/or interest of the said Mihir Kar in the Larger Property.
9. By a Deed of Conveyance dated 12th May, 2010, registered with the Additional Registrar of Assurances - I, Kolkata, in Book No. I, CD Volume No. 13, Pages 667 to 704, Being No. 04984 for the year 2010, the then surviving Legal Heirs of Sudhir Kumar Samanta, the Legal Heirs of Urmila Bera, the then surviving Legal Heirs of Nirmala Kar, the Legal Heirs of Sisir Kumar Kar, the Legal Heirs of Satyendra Nath Samanta and the Legal Heirs of Mihir Kar, therein collectively described as the Vendors, in lieu of valuable consideration, sold, transferred and conveyed, free from all encumbrances, liabilities, thirty part claims etc., in favour of the Owner Nos. 1, 2 and 3, and one Well Plan Corporate Management Private Limited, a company then having its registered office at 2, Rowland Road, Kolkata - 700 020, Police Station Beltala, Post Office Lala Lajpat Rai Sarani, having

Income Tax PAN No. AAACW2580N, therein collectively described as the Purchasers, a divided, demarcated and identified portion of the Larger Property admeasuring 47.07 (forty seven point zero seven) decimals more or less (equivalent to 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq.ft. more or less), together with the structures thereon, comprising of divided, demarcated and identified portions of land in each of the R.S. Dag Nos. comprising the Larger Property as detailed hereinbelow, all situate at Mouza Saiyadpur, J. L. No. 12, Police Station Thakurpukur, formerly Behala and now Haridevpur, District 24 Parganas (South), within Ward No. 122 of the Kolkata Municipal Corporation, including the entirety of each of the Assessed Portions and a portion of the Un-Assessed Portion:

- a) divided, demarcated and identified portion of land classified as baastu, admeasuring 31.65 (thirty one point sixty five) decimals more or less, out of the Sudhir Portion of Dag No. 147;
 - b) divided, demarcated and identified portion of land classified as sali, admeasuring 9.58 (nine point fifty eight) decimals more or less, out of the Sudhir Portion of Dag No. 148;
 - c) divided, demarcated and identified portion of land classified as danga, admeasuring 1.34 (one point thirty four) decimals, more or less, out of the Sudhir Portion of Dag No. 149; and
 - d) divided, demarcated and identified portion of land classified as sali, admeasuring 4.50 (four point fifty) decimals more or less, out of the Sudhir Portion of Dag No. 153, (collectively, "**Said Property**"), and thus the Owner Nos. 1, 2 and 3 along with the said Well Plan Corporate Management Private Limited became the full and absolute owners of the entirety of the Said Property, free from all encumbrances etc., with each of the said parties being respectively entitled to an equal undivided 1/4th (one-fourth) share and/or interest therein.
10. Subsequently, each of the Assessed Portions comprising a part of the Said Property were duly mutated in the records of the Kolkata Municipal Corporation in the collective names of the Owner Nos. 1, 2 and 3 and the said Well Plan Corporate Management Private Limited, and furthermore pursuant to the application made by the Owner Nos. 1, 2 and 3 and the said Well Plan Corporate Management Private Limited, a portion of the Un-Assessed Portion which comprised a part of the Said Property, admeasuring 14 (fourteen) cottahs 2 (two) chittacks and 29 (twenty nine) sq. ft. more or less, was duly assessed as Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, and subsequently each of the Assessed Portions together with the structures thereon, being respectively Premises No. 204, Raja Ram Mohan Roy Road, Kolkata - 700 008 and Premises No. 230, Raja Ram Mohan Roy Road, Kolkata - 700 008, were amalgamated by the Kolkata Municipal Corporation with the abovementioned newly assessed Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, into a single premises/property, and such amalgamated property together with the structures thereon was numbered and assessed Premises No. 650, Raja Ram Mohan Roy Road, Kolkata - 700 008, recorded as admeasuring 1 (one) bigha 8 (eight) cottahs 7 (seven) chittacks and 29 (twenty nine) sq. ft. more or less vide Assessee No. 41-122-10-1162-8 ("**Said Property**"), more specifically described in the **First Schedule** hereinabove written, and the Said Property was thus mutated in the records of the Kolkata Municipal Corporation in the collective names of the Owner Nos. 1, 2 and 3 and the said Well Plan Corporate Management Private Limited.
11. The Owner Nos. 1, 2 and 3 along with the said Well Plan Corporate Management Private Limited also had their respective names duly mutated in the records of the concerned Block Land & Land

Reforms Office as the full and absolute owners of the Said Property, and furthermore the concerned Block Land & Land Reforms Office also converted the nature of use/classification of each of the concerned Dag Nos. to 'abasan'.

12. By an Indenture dated 2nd December, 2015, registered with the District Sub-Registrar-II, Alipore, South 24 Parganas in Book No. I, Volume No.1602/2015, Pages from 210205 to 210232, Being No.160212217 for the year 2015, the said Well Plan Corporate Management Private Limited, therein described as the Vendor, in lieu of valuable consideration, sold, transferred and conveyed in favour of the Owner No. 4 All That its undivided 1/4th (one-fourth) share and/or interest in the Said Property.
13. Thus, the Owners herein became and are collectively the full and absolute owners of the Said Property.

THE THIRD SCHEDULE ABOVE REFERRED TO

(SAID APARTMENT)

(PART – I)

(FLAT)

ALL THAT the apartment as shown in “RED” colour on Plan annexed hereto, as per details given below.

Apartment No: _____ Block No: _____, Floor: _____

Carpet area of the Apartment: _____ Sq. Ft, more or less

Built-Up Area of the Apartment: _____ Sq. Ft. more or less

Super built up area of the Apartment: _____ Sq. Ft. more or less

(PART –II)

(SAID SHARE)

ALL THAT the pro rata share of the Purchaser in the Common Areas of the Complex which Common Areas shall be such (to the extent applicable to the Complex) as defined under clause (m) of Section 2 of the Act.

(PART - III)

(RIGHTS)

ALL THAT the right to use (along with other occupants and maintenance staff etc. of the Complex) the Common Areas to the extent applicable which Common Areas are defined under clause (m) of Section 2 of the Act.

(PART- IV)

(FACILITY FOR PARKING)

ALL THAT the facility of parking of _____ medium size vehicle in the designated parking slot to be decided by the Developer in due course within the Complex (as per the Developer's scheme of vehicle parking within the Complex on or before handing over possession of the Common Areas to the Association. .

THE FOURTH SCHEDULE ABOVE REFERRED TO

(TOTAL PRICE)

Rs. _____/- (Rupees _____) only for the said Apartment paid by the Purchaser to the Developer as full and final payment of the total price which the Developer doth hereby acknowledged to have received.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Executed and Delivered by the Promoter

herein at Kolkata in the presence of:

Authorized Signatory

[Promoter]

[Purchaser]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

MEMO OF CONSIDERATION

Received from the within named Purchaser the below mentioned sum in the manner as mentioned below:

SL. NO.	Date	Cheque No.	Bank Name	Amount (Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
	Amount deducted and deposited as TDS			
	TOTAL RS.			

(Rupees _____ Only)

Witnesses:

1.

2.

Authorized Signatory

[Promoter]