



AADS INFRASTRUCTURE

(A Akma Group Company)

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E-mail : operations@akmagroup.in

Ref. No.....

Date

DEED OF CONVEYANCE

THIS AGREEMENT is made this the 23rd day of April Two Thousand and Eighteen, (2018) BETWEEN (1) **SRI TAPAN DHAR**, (PAN : **AIFPD3038C**) son of Late Sali Kumar Dhar, by occupation - Service, (2) **SMT. LATA DHAR**, (PAN : **BAMPD0518F**) wife of Late Anjan Dhar, by occupation - Service, (3) **SMT. ADRITA DHAR**, (PAN : **BAMPD0653B**) daughter of Late Anjan Dhar, by occupation - Student, (4) **SMT. LILY DHAR**, (PAN : _____) wife of Late Subhash Dhar, by occupation - housewife, (5) **SRI. BHASKAR DHAR**, (PAN : _____) son of Late Subhash Dhar, (6) **SRI. PUSHKAR DHAR**, (PAN : _____) son of Late Subhash Dhar, (7) **SMT. RAJASHREE PAL**, (PAN : _____) daughter of Late

Subhash Dhar and wife of Late _____, (8) **SRI SOMEN KUMAR DHAR**, (PAN : ADLPD4827G) by occupation - Businessman, (9) **SRI SANTANU DHAR**, (PAN : ADMPD2668N) by occupation - Businessman; both sons of Late Samir Kumar Dhar, all are by faith - Hindu, by Nationality - Indian, residing at Premises No. 3, Park Lane, within the ambit of Park Street Police Station, Kolkata - 700 016 and hereinafter jointly and collectively referred to as 'the VENDORS' (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART** and duly represented by their Common Constituted Attorney **MR. ANINDYA SENGUPTA**, son of Sri Anuj Kanti Sengupta, of 175/J, Manicktala Main Road, P.S. - Phoolbagan, Kolkata - 700054, one of the Partners of **M/S. AADS Infrastructure**.

A N D

M/S. AADS Infrastructure (Pan : AAXFA2917K), a partnership firm having its Registered Office at 175/J, Manicktala Main Road, P.S. Phool Bagar, Kolkata - 70004, represented by its partners namely (1) **SRI. ANINDYA SENGUPTA** (PAN: AJBPS2886C) son of Sri. Anuj Kanti Sengupta and residing at 175/J, Manicktala main Road, within the ambit of Phool Bagan police station, Kolkata - 700054 (2) **SRI ANIRUDHA DHAR**, (Pan: BASPD2209K) son of Somen Kumar Dhar, and residing at Premises No. 3, Park Lane, within the ambit of park street police station, Kolkata - 700 016, lying within the ambit of phool bagan police station (3) **SRI SANTANU DHAR**, (Pan: ADMPD2668N) son of Late Samir Kumar Dhar, and residing at Premises No. 3, Park Lane, within the ambit of park street police station, Kolkata - 700 016, lying within the ambit of phool bagan police station (4) **SRI. DIPAK RAI** (Pan: AGTPO702K) son of Sri. Garaj Narayan Rai and residing at Premises No. 77/LA, Park Street, Kolkata - 700016, lying within the ambit of park street police station, (5) **SMT. SUPARNA HOME ROY** (PAN: ABKPH2662Q) wife of Sri Anuj Home Roy, and residing at Premises No.35A, Dhandevi Khurina Road, Kolkata - 700054, lying within the ambit of phool bagan police station, hereinafter collectively called and referred to as the "**SAID DEVELOPER/CONFIRMING PARTY**" (which expression shall mean and include Partners for the time being of the partnership firm and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns) of the **SECOND PART**

Anuj Kanti Sengupta

AND

MD. IMTIAZ AHMED, (PAN # ARPPA5783E), son of Mohammed Maniruddin, by Occupation service, by religion Muslim and residing at Premises No. 5, Park Lane, P.O.- Park Street, P.S.- Park Street, Kolkata - 700016, represented by his father **MOHAMMED MANIRUDDIN**, (PAN # CKFPM8239L), son of late Mohammed Ismail, by Occupation service, by religion Muslim and residing at Premises No. 5, Park Lane, P.O.- Park Street, P.S.- Park Street, Kolkata - 700016, hereinafter referred to as "**the PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART** :

WHEREAS by a registered Bengali Kobala executed on 15th September, 1956 one Sukumari Dhar wife of Joykish Chandra Dhar had purchased ALL THAT piece and parcel of land admeasuring an area of 5 Cottahs 4 Chitracks 36 sq. ft. more or less situated and lying at Premises No. 3, Park Lane, (formerly 4, Park Lane) within the ambit of Park Street police station, within the limits of the Kolkata Municipal Corporation, Ward No. 61, from the then owner Surendra Kumar Mukhopadhyay son of late Harendra Kumar Mukhopadhyay and the said Bengali Kobala registered at Assurances of Calcutta and recorded in Book No. 1, Volume No. 108, pages 159 to 167, being Deed No. 4220 for the year 1956, hereinafter referred to as "**the said Property**", more fully set out and described in the **SCHEDULE "A"** hereunder written, free from all encumbrances whatsoever,

AND WHEREAS by virtue of the said registered Bengali Kobala, the said Sukumari Dhar seized and possessed of and well and sufficiently entitled to the said property by inserting her name in the Calcutta Municipal Corporation by paying taxes regularly.

AND WHEREAS the said Sukumari Dhar, who was during her lifetime and until her death, a Hindu governed by the Dayabhaga School of Hindu law, died testate on 19th April, 1982 leaving behind her Last Will and Testament dated 11th June, 1976 under which she appointed her two sons namely Shri Sakti Kumar Dhar and Shri. Sudam Kumar Dhar as her executors under the said will and gave, devised and bequeathed the said Property equally unto and in favour of her 5 (five) sons being the said Sakti Kumar Dhar, Samir Kumar Dhar,

Sanjeeb Kumar Dhar, Sudam Kumar Dhar and Suchas Kumar Dhar, each of the five being entitled to undivided share in the said Property, absolutely and forever.

AND WHEREAS a Probate of the said last Will and Testament of the said Sukumari Dhar since deceased was duly granted on the 19.2.1992 by the Hon'ble High Court of Calcutta in its Testamentary and Inter-State Jurisdiction in the Probate Case No. 25 of 1988 to the said executors namely Shri Sabli Kumar Dhar and Shri. Sudam kumar Dhar appointed under the said last will and testament of the said Sukumari Dhar since deceased.

AND WHEREAS while seized and possessed of the said property, the said Sabli Kumar Dhar governed by the Dayabhaga School of Hindu law died intestate on 29.09.1988 leaving behind his wife Ira Dhar and two sons namely Tapan Dhar and Anjan Dhar and three daughters namely Jayanti Raha, Tanusree Dey and Anusree Ghosh as his legal heirs and legal representatives, all inheriting his undivided share in the said property.

AND WHEREAS subsequently, the said Samir kumar Dhar governed by the Dayabhaga school of Hindu law died intestate on 25th February, 1999, leaving behind his wife Sabita Dhar and two sons namely Somen Dhar and Santam Dhar as his only legal heirs and legal representatives to his undivided share in the said property.

AND WHEREAS the said Sudam Kumar Dhar governed by the Dayabhaga school of Hindu law died intestate on 21st October, 2002, leaving behind his wife Monika Dhar as his sole legal heir and representative to his undivided share in the said property.

AND WHEREAS the said Sanjeeb Kumar Dhar governed by the Dayabhaga School of Hindu law died intestate on 3-4 September, 2006 and unmarried.

AND WHEREAS the said Anjan Kumar Dhar governed by the Dayabhaga School of Hindu law died intestate on 30th December, 2007 leaving behind his wife Lata Dhar and his only daughter Adrita Dhar. Both entitled to his undivided share in the said property.



AND WHEREAS after the demise of the aforesaid, the said Sabita Dhar governed by the Dayabhaga School of Hindu law died intestate on 9th November, 2009 leaving behind her two sons namely Somen Dhar and Santanu Dhar as her only legal heirs and legal representatives to her undivided share in the said property.

AND WHEREAS the said Ira Dhar governed by the Dayabhaga School of Hindu law died intestate on 09.04.2012 leaving behind her only son Tapan Kumar Dhar, heirs of his predeceased son Anjan Kumar Dhar being her daughter - in-law Lata Dhar, and three daughters namely Jayanti Raha, Tanusree Dey and Anusree Ghosh as her legal heirs and legal representatives, all inheriting her undivided share in the said property.

AND WHEREAS by virtue of the aforesaid, the said Tapan Kumar Dhar, Jayanti Raha, Tanusree Dey and Anusree Ghosh, Lata Dhar, Adrita Dhar, Somen Dhar, Santanu Dhar, Monika Dhar and Subhash Kumar Dhar were the Owners, all inheriting right, title and interest in the said property.

AND WHEREAS by virtue of the said Deed of Gift dated 5th March, 2014 registered at Addl. Registrar of Assurances - II, Kolkata, and recorded in Book No. I, CD Volume No. 13, Pages Nos. 1554 to 1567, Deed No. 02876, the said Tanusree Dey and Anusree Ghosh out of love and affection bearing in their brother Tapan Dhar gifted their said share in the said property in favour of Tapan Dhar, the done therein.

AND WHEREAS the said Jayanti Raha, one of the co-owners to the said property decided to gift her share in the said property to her brother Tapan Dhar, but due to her ailments, executed a general power of attorney dated 20.10.2014 at Dibrugarh and registered in the Office of Deputy Registrar, Dibrugh, and recorded in Book No. IV, Deed No.712 for the year 2014, Serial no. 3230/2014, whereby the said Joyanti Raha appointed Ritika Dhar, being the wife of Tapan Dhar as her true and lawfully attorney to execute her Deed of Gift.

AND WHEREAS the said Joyanti Raha represented by her attorney Ritika Dhar executed and registered the Deed of Gift dated 11th December, 2014, registered at Addl. Registrar of Assurances - II, Kolkata, and recorded in Book No. I, CD

Volume No.75, Pages Nos. 2557 to 2569, Deed No. 15090, whereby the said Joyanti Raha out of love and affection gifted her said share in the said property in favour of her brother Tapan Dhar.

AND WHEREAS in the view of the aforesaid, the said Tapan Kumar Dhar, Lata Dhar, Adrita Dhar, Somen Dhar, Santanu Dhar, Monika Dhar and Subhash Kumar Dhar became the absolute Owners, all inheriting right, title and interest in the said property.

AND WHEREAS the said Monika Dhar, a hindu governed by the Dayabhaga School of Hindu Law, died intestate and issueless on 17th December, 2016, leaving behind (1) Tapan kumar Dhar, (2) Lata Dhar, (3) Adrita Dhar, (4) Somen Kumar Dhar, (5) Santanu Dhar, (6) Subhas Kumar Dhar as her legal heirs and legal representatives, all inheriting her undivided share in the said property. The husband of Monika Dhar namely Sudam Dhar had pre-deceased her on _____.

AND WHEREAS thereafter, the said Subhash Dhar, a hindu governed by the Dayabhaga School of Hindu Law, died intestate on 29th January, 2018, leaving behind his wife Lily Dhar, and only two sons namely (1) Bhaskar Dhar, (2) Pushkar Dhar, and one married daughter namely Rajashree Pal, as his only heirs, heiresses and/or legal representatives, all inheriting his undivided share in the said property.

AND WHEREAS the Owners with intention to develop and commercially exploit the said property invited the Developer/Confirming party to develop the said property, hence jointly and severally entered into a Development Agreement dated 25th day February, 2015 recorded and registered in Book No. I, CD Volume No. 13, Pages No. 4273 to 4302, being Deed No. D2376 for the year 2015 at the office of Addl. Registrar of Assurances - II, Kolkata, for developing the said property by causing one or more buildings to be constructed on the property consisting of various self-contained apartments/units/flats/showrooms/offices/shops and other saleable spaces, as per the plan to be sanctioned by the Kolkata Municipal Corporation, (hereinafter referred to as "the SAID AGREEMENT") on the terms and conditions therein recited.

AND WHEREAS pursuant to the aforesaid, the said Owners jointly and severally empowered, nominated, appointed and/or constituted (1) **Mr. ANINDYA SENGUPTA** son of Sri Arun Kanti Sengupta of 175/J, Manicktala Main Road, P.S.- Phool Bagan, Kolkata-700054, and (2) **SRI. SANTANU DHAR** son of Late Samir Dhar and residing at Premises No. 3, Park Lane, P.S. - Park Street, Kolkata - 700 016, being two of the partners of the said **M/s. AADS**

Infrastructure, by a registered 'GENERAL POWER OF ATTORNEY' dated 25th February, 2015 recorded in Book No. IV, CD Volume No. 03, Pages Nos. 4207 to 4226, Deed No. 01273 for the year 2015, so as to negotiate, sell, transfer and to do other ancillary things in respect of the said property.

AND WHEREAS The Developer/Confirming Party with intention to construct a G+IV multistoried building on the said property, had applied and submitted a building plan for sanction before the respective authorities of the Kolkata Municipal Corporation and got the said plan sanctioned on 9th August, 2016 by the Kolkata Municipal Corporation vide Building Permit No. 2016060017.

AND WHEREAS The Developer/Confirming Party is in process to construct a G+IV multistoried building to be called " _____ " [hereinafter called "the said building") on the said property as per the said sanctioned plan and as per the specifications as mentioned in Annexure "A" hereto.

AND WHEREAS the Vendors herein with the consent and concurrence of the Developer/confirming party herein agree to sell and transfer and the Purchaser agrees to purchase **ALL THAT** residential Flat being no. 2C having a super built up area of 830 sq.ft. approx on the 2nd floor of the Building together with the undivided proportionate share and interest in the land and common portion and facilities, of the building @ Rs. 6600/- (Rupees Six thousand six hundred only) per sq.ft. more or less, and hereinafter referred to as "the said Flat" and more fully described and mentioned in the **Second Schedule** hereunder written at or for the price of **Rs. 54,78,000/-** (Rupees Fifty Four Lacs Seventy Eight Thousand only) and on the terms and conditions hereinafter appearing in these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The Developer/confirming party has commenced the construction of the said building on the said property in accordance with the sanctioned plan and the Purchaser also agrees that Developer/confirming party may make such alterations, deviations, modifications and variations therein as may be deemed necessary without changing the specifications and nature of the said Flat and as may be required to be done by the Developer/confirming party at the instance of the Government, Kolkata Municipal Corporation or any other authority without any consent or interference from the Purchaser.



Purchaser

2. Subject to the terms and conditions as herein recorded, the Vendors alongwith the Developer/Confirming party agrees to sell and the purchaser agrees to purchase **ALL THE** residential flat being no. 2C having a super built up area of 830 sq.ft. approx on the 2nd floor, of the building at the said property being Premises No. 3, Park Lane, Kolkata - 700 016 particularly described in the second schedule hereunder written TOGETHERWITH an undivided proportionate share in the land @ Rs. 6600/- (Rupees Six thousand six hundred only) per sq.ft. more or less.

3. That the total consideration for the purchase of the said Flat shall be a sum of Rs. 54,78,000/- (Rupees Fifty Four Lacs Seventy Eight Thousand) only calculated @ Rs. 6600/ (Rupees Six thousand six hundred) only per sq.ft. more or less, only payable by the Purchaser in the manner described hereunder or as finally fixed and settled between the parties hereto and the purchaser shall pay the price of the aforesaid Flat from time to time in the following manner :

a. At the time of execution of this agreement 20%	Rs. 10,95,600/-
b. 1 st Floor Casting 15%	Rs. 8,21,700/-
c. 2 nd Floor Casting 15%	Rs. 8,21,700/-
d. 3 rd Floor Casting 15%	Rs. 8,21,700/-
e. Inside outside plaster 15%	Rs. 8,21,700/-
f. Plumbing & Sanitary 15%	Rs. 8,21,700/-
g. On possession 5%	Rs. 2,73,900/-

4. The Vendors alongwith the Developer/confirming party covenants with the purchaser that the purchaser shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the said Flat during the subsistence of this Agreement.

5. The Vendors alongwith the Developer/confirming party have specifically agreed and covenant with the Purchaser that they shall do all acts, deeds and things which are necessary and requisite to convey absolute and marketable title in respect of the said Flat in favour of the Purchaser.

6. Save and except in respect of the said Flat hereby agreed to be purchased by the Purchaser and the right of common use over COMMON PARTS



THE THIRD SCHEDULE ABOVE REFERRED TO:

(The common parts and portions and amenities therein)

1. The land on which the building is located and all easements, rights and appurtenances belonging to the land and building.
2. The foundations, columns, girders, beams, supports main walls, corridors, lobbies stairs, stair ways fire escapes and entrances and exists of the building.
3. Persons employed for the Management of the Property.
4. Installations of common services such as power light gas, sewerage etc.
5. The Overhead Water tanks, Underground tank, motors, compressors, drainage, sewers, supply pipes and ducts and in general all apparatus and installations existing for common use.
6. Such other common facilities as may be specifically provided for the declaration.
7. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
8. Pump house,
9. Care taker Room on the ground floor.
10. Staircase and staircase landings on all floors,
11. Driveways and Pathways,
12. Main Entrance
13. Such other equipments, installations fixtures, fittings and spaces in or within the said building comprised within the said property as are specified by the Developer/confirming Party expressly to be the Common Parts and Common Portions for the said building but excluding the car parking spaces open or covered and all other covered and/or open area, which excluded properties shall remain the exclusive properties of the Developer/confirming parties who shall have absolute right to sell, transfer, let out or dispose of the same.
14. Roof shall be also common to all the residents of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)



The Purchaser/s shall however bear and pay common expenses proportionately along with the owners and occupiers of the other Flats and form an Association for the purpose of entire administration and management of the said building.

1. The expenses of maintaining, repairing, re-decorating of the main structure of the building and in particular the gutter, rain water pipes and electric wires under or upon the building and to be enjoyed or used in common with the occupiers, Purchaser/s, of other Flat/s and the main entrances, passages, landings and stair case of the building as enjoyed in common with the occupier/ Purchaser/s of the other Flat/s in the said building.
2. Proportionate share of municipal taxes and other Government rents and taxes including surcharges, commercial taxes and other taxes, out goings, levies and impositions from the date of making over possession of the said Flat of the Purchaser/s is separately assessed.
3. The costs of repairing, maintaining, cleaning and lighting the passages and the other parts of the buildings.
4. The salaries of Jamadars, Care-takers, Darwans, Officers, Clerks, Collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
5. The costs of working and maintenance of water pump, common lights and services.
6. Insurance of the building, if any against earth-quake, fire, mob-violence, riot and other natural calamities.
7. All expenses relating to common services with common areas and facilities.
8. Such other expenses as are necessary or incidental to the maintenance and proper preservation of the premises.
9. The Purchaser/s shall not:
 - i) Decorate or cause to be decorated the exterior of the building in any manner of fixture, of any design other than the approved design by the architects.



- ii) Do or cause to be done any act or thing which may prevent the owners and/or occupiers of other Flat/s of the building from peaceful enjoyment of their respective ownership.
- iii) Throw dirt, rubbish, rags, night soil or other refuse or permit or allow the same to be accumulated in their common space or kept in the compound or any portion of the said building except in the place provided therefore.
- iv) Keep or store any goods or article on the stairs or passage or in any way obstruct the use and enjoyment of the stairs and passages by the owners and occupiers of the other Flat/s and apartments of the said building.
- v) allow their servants and/or agent to stay in the lobby or passage of the building.

Annexure "A"

(SPECIFICATION OF WORK)

- FOUNDATION** : R.C.C. Foundation and framed structure for all floors.
- WALL** : 8" thick main wall. all inside wall will be finished with Plaster of Paris.
- OUTSIDE WALLS** : Painted with weather coat paint.
- DOORS** : Frame of good quality wood and all doors will be flush doors. Main Door Wooden with Collapsible/ Grill Gate.
- WINDOWS** : All windows will be made of sliding aluminium frame

Sunil Kumar

with glass and iron grill, verandah cover 1'-6" height, grill on 8" bricks wall.

FLOORS : All floors area laid with cast-in-marble slab. (Marwa/Dangri).

WIRING : FINOLEX/ POLYCAE cables.

BED ROOMS : Three light points, one fan point, one 5A Plug point and one AC point in all the bed rooms.

DINING : Two light point, one fan point, one 5A socket, one 15A socket, provision for T.V. Antenna and Telephone socket without cable or wiring.

KITCHEN : Cooking platform and sink with black stone and marble. Colour glazed tiles upto 2'-6" ft height will be provided above cooking platform. Two points with C.P. bib cock will be provided. One light point, one exhaust point and one geyser/aquaguard point.

TOILET & SANITARY

FITTINGS : Two toilets in each flat with glazed tiles upto 5'-6" height from floor level. Floor finished by non skid marble toilet would be provided with one commode (Hindustan / Parryware) with cistern of flusher water tap, shower (Eaco) and geyser point and other toilet would be European type with flusher. One light point, one exhaust point and one geyser point.



- VERANDAH** : One light point
STAIR CASE : Lightning arrangements and marble stair

LIFT AND THEIR ACCESSORIES : Good and reputed quality lift.

PLUMBING : Concealed PVC/G.I. pipe lines in toilet and kitchen, CP
 Pillar, cocks brass stop cocks, outside water lines
 exposed PVC pipe. C.I. soil lines PVC rain water lines
 white porcelain, one wash basin (Hindustan /
 Parrycare) in each flat, PVC cistern.

ELECTRICAL : All wiring will be concealed adequate outlet sockets will
 be provided. Havels/Finolex/Polycab PVC wire as per current. Switches with
 plug base should be of Anchor and other accessories should be ISI certified
 only.

WATER SUPPLY : 24 Hours water supply via overhead tank from
 Corporation water connection. Tata/Bansal GI pipe. All
 necessary materials such as pump set and other
 accessories are to be provided.

N.B. : Rs. 45,000/- (Rupees Forty five thousand only) or as
 per existing rate for cable charges and installation of
 Main Meter shall be paid by all the flat owners'.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their
 respective hands and seals on this Deed of Agreement on the day, month and
 year first above written.



SIGNED AND DELIVERED

by the Vendors at Kolkata in the presence of :

1.

(SIGNATURE OF THE VENDORS)

2.

SIGNED AND DELIVERED

by the Developer/Confirming Party at Kolkata in the presence of :

1.

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

2.

SIGNED AND DELIVERED

by the Purchaser at Kolkata in the presence of :

1.

(SIGNATURE OF THE PURCHASER)

2.

