

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is made on this Day of
....., 2019 (Two Thousand Nineteen) of the
Christian Era.

AMONGST

TIRUPATI PROPERTIES (PAN- AAFT8581D), a partnership firm, having its principal place of business at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata, duly represented here by its true and lawful constituted Attorney namely **Sri Anil Gadia, (PAN-AFOPG3855L)**, son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas who is also one of the partners of the Firm, by virtue of the **Development Power** after Registration of Development Agreement **being No. 02086, for the year 2014** which was executed and registered on 27-06-2014 in the office of the Additional District Sub- Registrar- Sealdah, South 24 Parganas and recorded in Book- I, CD Volume No. 5, Pages from 5711 to 57230,hereinafter called and referred to as the "**LAND OWNER**" (which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successor-in-interest and executors, administrators, legal representatives and assignors) of the **FIRST PART.**

AND

SRINIVAAS INFRA DEVELOPERS PVT. LTD. (PAN AAPCS6072E), a company incorporate under Companies Act, 1956, having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata, duly represented by one of its Directors namely **Sri Anil Gadia, (PAN-AFOPG3855L)**, son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor(s)-in-interest, executors, administrators, legal representatives, nominee or nominees, and assignors) of the **SECOND PART.**

AND

Mr.....,(PAN_____), son/wife of
, by faith-Hindu, by Occupation-....., by Nationality -
 Indian, residing at, P.O.-; P.S.-; PIN Code-.....;
 District-; hereinafter referred to as the **ALLOTTEE(S)/PURCHASER(S)** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include

his/her/their heirs, executors, administrators, legal representative and assignors) of the party of **THIRD PART.**

WHEREAS ALL THAT One self-contained tiles floor finished residential Flat/Apartment/Unit being No-, Building - on the Floor of the Building, admeasuring an area of Sq. ft. Carpet area, comprising of Nos. of exclusive balcony/verandah measuring about.....Sq.ft. carpet area, be the same a little more or less, consisting of ___ Bedrooms, 1(One) Dining cum Living room, ___ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, installations, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **Part-I of the FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the “**SAID FLAT/ APARTMENT**”, more fully mentioned and described in **Part - I** of the **SECOND SCHEDULE** hereto, **Together with exclusive right to use of Nos. of Open/Covered/Mechanical Car Parking Space** more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto , **Together with all** rights of ingress and egress of the project which is known and identified as“ **MERIDIAN SPLENDORA**”, constructed on the premises, measuring an area of 05 Bigahs 16 Cottahs 04 Chittaks 32 Sq.ft; more or less, lying and situate at **Premises No. 9A/1, Uma Kanta Sen Lane, Kolkata-700030**, Holding No- 10/18 Paikpara, Pargana-Kalikata, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at Sealdah, in the District of South 24Parganas which is morefully described in the **FIRST SCHEDULE** hereunder written, hereinafter collectively referred to as the “**SAID PROPERTY**”, demarcated in annexed site **Plan or Map** , bordered with **Red Colour** which will be sold by this Deed of Conveyance by the above mentioned present Vendor(s).

AND WHEREAS one **Kamini Moni Dasi** since deceased (hereinafter referred to as the SETTLER) made and executed an Indenture of Settlement dated June, 11, 1909, whereby she appointed the Official Trustee of Bengal to be Trustee thereof and transferred certain properties viz; Premises No. 126, Ahiritolla Street, Kolkata, a Garden House in Birpara, Paikpara, in the District 24-Parganas (North), which was subsequently known and numbered as 9, Uma Kanta Sen Lane, Kolkata, along with other various properties Government Securities of the face value of Rs. 1,25,000/- and certain furniture and ornaments and several movable properties mentioned in the said Indenture unto her said

Trustee upon trust, inter alia for the worship of deities (a) Sri Iswar Kanan Behari and Radhika, (b) Mahadeva and Annapurna, (c) Sri Gopaljee, (d) Sri Sri Lakshmi Janardan installed by her.

AND WHEREAS in pursuance of the provisions of the said Deed dated June, 11, 1909 the Official Trustee of West Bengal took possession administered and managed the said estate.

AND WHEREAS the said Settler thereafter made supplemental Deeds of Settlement on September, 27, 1932; July, 23, 1938; January, 31, 1915, May, 27, 1943 and June, 16, 1943.

AND WHEREAS the said Settler by the Indenture dated June, 16, 1943 made certain clarifications of the Deed of Settlement dated June, 11, 1909 inter alia, providing that the Garden House at Birpara in the District of North-24-Parganas would be sold by the Official Trustee and the consideration money thereof would be ingested in Government papers and the quarter share of the interest which would be accrued on the said Government papers would be distributed to the Orphan boys and the balance should be paid to Radharani Dassi and Pankajini Dassi or their representative and heirs in equal share.

AND WHEREAS one of the daughters of the Settler Smt. Radharani Dassi died on May, 5, 1980 leaving her sole heirs and legal representatives, viz; Santosh Kumar Sen and Anil Kumar Sen her sons and Smt. Kamala Bala Dutta and Shefali Paul, her daughters and the Official Trustees of West Bengal has accepted them as Shebaites and upon the consent of other shebaites has entrusted the said heirs of said Smt. Radharani Dassi to act as a Shebait of the said Deities.

AND WHEREAS the said original Premises No. 9, Uma Kanta Sen Lane, Calcutta has since been divided into two plots and the said two plot of the said premises No. 9, Uma Kanta Sen Lane have been separately numbered as Premises No. 9A, Uma Kanta Sen Lane, Calcutta and Premises No. 9B, Uma Kanta Sen Lane, Calcutta and have since then been separately assessed by the Municipal Corporation of Calcutta now known as the Kolkata Municipal Corporation.

AND WHEREAS in pursuance of the Orders dated November, 25, 1993, December, 17, 1993, February, 4, 1994, February, 11, 1994, February, 22, 1994, August, 7, 1996, September, 5, 1996, September, 10, 1996, October, 14, 1996, December, 24, 1996 and March, 26, 1997 passed on the application of one Santosh Kumar Sen, since deceased and his son Sri Subrata Sen filed in Suit No. 447 of 1973 the Official Trustee of West Bengal by a Deed of Conveyance dated the 10th September, 1997 in consideration of the amount mentioned therein granted, conveyed, absolutely transferred and

assigned unto the said Subrata Sen portion of the said premises No. 9A, Uma Kanta Sen Lane, Kolkata, measuring about more or less 01(one) Bigha 02(two) Cottahs 01(one) Chittak 03(three) Sq.ft; known as 'Western Portion' that is the Northern boundary line is 215 ft. in length, the Southern Boundary line is 205 ft. in length, the Eastern boundary line is 104 ft. in length and the Western boundary line is 80 ft. in length arrived at after taking measurement of the land.

AND WHEREAS due to unauthorized occupation of a portion of the said properties by trespasser and encroachers a meeting of the Shebait was held by the then Official Trustee of West Bengal Mr. R.K. Chowdhury on 10th September, 2002 when the following resolution was taken :

"It is resolved that the Official Trustee shall ascertain the Character of possession of the Occupation of 9B and a portion of 9A, Uma Kanta Sen Lane, Kolkata. The Shebait shall make fresh application proposing for sale of property at 9B and a portion of 9A, Uma Kanta Sen Lane, Kolkata. The Official Trustee shall take necessary steps for obtaining order for sale from the appropriate authority i.e; the Government of West Bengal or the Hon'ble High Court at Calcutta".

AND WHEREAS in the meeting of the Shebait held by the Official Trustee of West Bengal on 6th March, 2004 the Shebait present in the said meeting unanimously opinioned that the premises in question be sold on "As is where is basis" and the Official Trustee also expressed his option that he will not have any objection if the properties are sold to the highest offeror.

AND WHEREAS some of the shebait addressed a letter dated 25th July 2003 to the Official Trustee Authorising Sri Anirban Sen to take steps in the matter of sale of the said Premises concerned being 9B, Uma Kanta Sen Lane and a portion of 9A, Uma Kanta Sen Lane, Kolkata.

AND WHEREAS Sri Anirban Sen, a Shebait of the estate created by Kaminimoni Dassi, since deceased from the line of her eldest daughter, Hemangini Dassi, since deceased filed an application under section 25 and 26 of the Official Trustee Act, 1913 in the Hon'ble High Court at Calcutta being A.O.T. No. 3 of 2005 praying inter alia, for an order that the Official Trustee do sell the remaining portion of the Premises No. 9A, Uma Kanta Sen Lane, and the entirety of the Premises No. 9B, Uma Kanta Sen Lane, Birpara, Kolkata to Maa Anandamoyee Construction for Rs. 75 Lakhs on "As is where is basis".

AND WHEREAS on 15th March, 2006 the said application came up for hearing before the Hon'ble Justice Kalyan Jyoti Sengupta when his Lordship was pleased to direct the Official Trustee to notify all the Shebait of the filing of the said application and to make an inventory of the properties in

question regarding possession and occupation and particulars thereof and to submit a comprehensive report ascertaining names of occupants and their right of occupation.

AND WHEREAS in pursuance to the said Order dated 15.03.2006 the Official Trustee Submitted his comprehensive report dated 6th April, 2006 to the Hon'ble Court on 12th April, 2006 mentioning therein that there are 14(fourteen) unauthorized occupiers without any legal right to occupy their respective portion and that there is a big pond lying in between Premises No. 9A and 9B, Uma Kanta Sen Lane and that he send copy of the said Petition along with copy of the said order to all the Shebaita individually.

AND WHEREAS the said application came up for hearing before the Hon'ble Justice Aniruddha Bose and upon taking note of the contents of the report of the Official Trustee particularly the existence of the 14 unauthorised occupiers on the properties in question and hearing the Leamed Counsels for the parties the Learned Judge was pleased to pass an Order on 4th September, 2006, directing sale of the said properties by inserting Advertisement once in "Statesman" and once in "Bartaman" inviting offer on "As is where is basis" and indicating the offer of Rs. 75 Lacs made by Maa Anandamoyee Construction as the reserve price and also allowing them to take part in the bid.

AND WHEREAS on 30th October, 2006 a further order was passed by Hon'ble Justice Aniruddha Bose extending time to insert advertisement by a further period of three weeks from the date of the said Order.

AND WHEREAS on 13th November, 2006 advertisement for sale of the said properties were published in the Statements and Bartaman.

AND WHEREAS pursuant to the said advertisements three offers were received by The Official Trustee of West Bengal viz; M/S. Progressive Construction Rs. 92,28,019/- Mr. Raj Kamal Dutta – Rs. 85,00,000/- and M/S. Maa Anandamoyee Construction - Rs. 78,00,000/-.

AND WHEREAS further bidding was held by the Official Trustee of West Bengal amongst the said three offers and the offer of Maa Anadamoyee Construction at Rs. 1,27,00,000/- (Rupees One Crore Twenty Seven Lacs) only was declared the highest bid.

AND WHEREAS by an Order as per Hon'ble Justice Indira Banerjee of Hon'ble High Court, Kolkata dated 7th February, 2007 as corrected on 26th February 2007 the official Trustee of West Bengal was directed to accept the offer of Maa Anandamoyee Construction being the highest bidder and on payment of full consideration money by Maa Anandamoyee Construction and further it was held that the Deed of Conveyance shall expeditiously be executed and registered in favour M/S. Maa Anandamoyee Construction or its nominees.

AND WHEREAS pursuant to the said Order dated 7th February, 2007 as corrected on 26th February 2007 Maa Anandamoyee Construction paid to the Official Trustee of West Bengal the total sum of Rs. 1,27,00,000/- (Rupees One Crore Twenty Seven Lacs) only being the sale price in the following manner by A/C. Payee Cheque drawn in favour of the Official Trustee of West Bengal.

- (i) Rs. 2,00,000/- as Earnest Money by five Pay Orders dated 19.11.2006 of Rs. 40,000/- each.
- (ii) Rs. 23,00,000/- by Cheque No. 594751 dated 16.02.2007 drawn on UCO Bank.
- (iii) Rs. 36,00,000/- by Cheque No. 594752 dated 01.03.2007 drawn on UCO Bank.
- (iv) Rs. 33,00,000/- by Cheque No. 594758 dated 30.03.2007 drawn on UCO Bank.
- (v) Rs. 33,00,000/- by Cheque No. 594764 dated 02.05.2007 drawn on UCO Bank.

AND WHEREAS in pursuance of the Order dated 7th day of February 2007 as corrected on 26th February 2007 Maa Anandamoyee Construction has appointed 'Tirupati Properties' of 176, Mahatma Gandhi Road, Kolkata – 700 007, the Purchasers therein as their nominee for Conveyance to be executed in favour of M/S. Tirupati Properties in their place in respect of 116 Cottahs 04 Chittaks 32 Sq.ft; more or less out of 127 Cottahs more or less, comprising 79 Cottahs 00 Chittak 30 Sq.ft; in Premises No. 9A(Part), Uma Kanta Sen Lane and 37 Cottahs 04 Chiattaks 02 Sq.ft; in Premises No. 9B, Uma Kanta Sen Lane, Kolkata, particularly mentioned in the Schedule hereunder.

AND WHEREAS the Official Trustee after receiving the full consideration of Rs. 1,27,00,000/- (Rupees One Crore Twenty Seven Lacs) only for 127 Cottahs of land agreed to execute the

Conveyance in respect of 116 Cottahs 04 Chittaks 32 Sq.ft; in favour of Tirupati Properties the Purchasers therein as the nominee of Maa Anandamoyee Construction, the Confirming Party therein.

AND WHEREAS it was decided that the rest 10 Cottahs 11 Chittaks 13 Sq.ft; of land more or less out of 127 Cottahs of land will be conveyed in favour of M/S. Maa Anandamoyee Construction of 189, S.N. Bye Lane, Dum Dum Cantonment, Kolkata – 700 065 by The Official Trustee of West Bengal on recovery of the land from unwanted occupiers and neighbors encroachment. At that time the Official Trustee of West Bengal initially offered for conveyance 116 Cottahs 04 Chittaks 32 Sq.ft; of land more or less physically out of 127 Cottahs of land.

AND WHEREAS by virtue of a Deed of Conveyance **being No.- 09114, for the Year 2009** which was executed and registered on 23.11.2007 in the office of the Addl. Registrar of Assurances - I, Kolkata, copied in Book No. -I, CD Volume No.- 20, Pages from 8039 to 8064, **The Official Trustee West Bengal, described therein as the Vendor, Maa Anandamoyee Construction, described therein as the Confirming Party**, sold, transferred and conveyed to **Tirupati Properties, described therein as the Purchaser, ALL THAT** piece or parcel of land measuring an area of 79 Cottahs 00 Chittak 30 Sq.ft , lying and situate at **Premises No. 9A(Part), Uma Kanta Sen Lane** , Kolkata-700030 and an area of 37 Cottahs 04 Chiattaks 02 Sq.ft; lying and situate at **Premises No. 9B, Uma Kanta Sen Lane, Kolkata-700030, Admeasuring an area of 116 Cottahs 04 Chittaks 32 Sq.ft, more or less**, Police Station - Chitpur, within the limits of Ward NO.-4 of the Kolkata Municipal Corporation, in the District of North 24-Parganas, more fully and particularly described in the schedule thereunder written.

AND WHEREAS since the date of purchase the said **Tirupati Properties**, the Owner herein, is/was thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area of 79 Cottahs 00 Chittak 30 Sq.ft , lying and situate at **Premises No. 9A(Part), Uma Kanta Sen Lane** , Kolkata-700030 **and** an area of 37 Cottahs 04 Chiattaks 02 Sq.ft; lying and situate at **Premises No. 9B, Uma Kanta Sen Lane, Kolkata-700030, Admeasuring an area of 116 Cottahs 04 Chittaks 32 Sq.ft, more or less** , after mutation and amalgamation of both the Premises , it is now known and indentified as **Premises No. 9A/1, Uma Kanta Sen Lane, Kolkata-700030**, Holding No-10/18 Paikpara, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at Sealdah, in the District of North 24Parganas and the said property has a fair and good marketable title

and is free from all encumbrances, and has every right to transfer the same to anybody against valuable consideration.

AND WHEREAS the said **Tirupati Properties**, the Owner herein, has also mutated its name as the Owner in the Records of the Kolkata Municipal Corporation and after assessment the aforesaid property details of which categorically mentioned in **Part-I of the First Schedule** written hereunder, is marked and identified as “ **Premises No.- 9A/1, Uma Kanta Sen Lane, Kolkata-700030**” which is free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner and has fair and good marketable title.

AND WHEREAS the said plots of land /premises are free from mortgages, leases, tenancies, occupancy rights, uses, debutters, trusts, claims and liabilities whatsoever and no other person or persons has/have got any right, title and interest in the said premises in any manner or on any account, whatsoever.

AND WHEREAS there is no notice of acquisition or requisition received or pending in respect of the said premises or any part thereof and the said premises does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.

AND WHEREAS neither the premises nor any part thereof has been attached and/or is liable to be attached due to income Tax, revenue or any other public demand.

AND WHEREAS there is no impediment or obstruction, restriction or prohibition in the Owner/Owners' entering upon any Development Agreement and/or in development and transfer of the said premises so developed.

AND WHEREAS thus the Owner was desirous to do all lawful works required for implementation of the Development work either by itself and/or by other contractors appointed by the company and/or in any other manner the company considered fit and proper.

AND WHEREAS now the Owner had no interest to develop the said land at its own cost for its personal problem , decided to assign/sell its right, title and interest and /or right to develop of the land as mentioned in the Schedule herein below.

AND WHEREAS the said **TIRUPATI PROPERTIES** , the Owner/ First Party, herein , being desirous of utilizing the said premises for gain, had approached **SRINIVAAS INFRA DEVELOPERS PVT. LTD.** the Second Party/Developer herein, who had/has experience in developing lands and constructing multi-storied buildings, flats, apartments, market-complex,

shopping mall etc, to develop the said land at its own cost and the Developer had also agreed to develop the said land into a Residential Multi-Storied Building or Buildings/ Complex with various modern facilities on joint venture basis in the ratio mentioned herein above and below for the development of the said Premises mentioned in the **First Schedule** at its own expenses and with its expertise, know-how and experience .

AND WHEREAS it was mutually agreed that the Developer herein shall execute initially a MOU and subsequently a Development Agreement duly registered and further a Development Power after Registration of Development Agreement.

AND WHEREAS as per Meeting held on **12-05-2014** by the Owner, the Partners of the said company had decided and jointly agreed that the development activities will be carried through the Developer mentioned herein above.

AND WHEREAS by a resolution passed on **02-06-2014**, by the Board of Directors of the Developer, the company accepted the business proposal for development of land as mentioned in the **First Schedule** herein below and decided to execute the said development work as per the terms and conditions mentioned below.

AND WHEREAS accordingly the Developer had herein duly executed a **Memorandum of Understanding**, dated 12.08.2011, wherein the parties have agreed to execute and register a fresh Development Agreement upon deciding allocation amongst themselves.

AND WHEREAS upon deciding and agreeing upon the allocations of the salable area between the Owner and the Developer herein and to erect the multi-storied residential building(s)/complex over the property described in the Part-I of the **FIRST SCHEDULE** herein above , both the Parties(the Land Owner and the Developer) have executed a fresh **Development Agreement being No.-02085, for the Year 2014** which was executed and registered on **27-06-2014** in the office of Addl. District Sub-Registrar, Sealdah, District South 24 Parghanas and recorded in **Book-1, CD Volume No. 5, Pages from 5672 to 5710**. The allocations as agreed, decided and recorded by way of **45:55** Share(Owner's Allocations: Developer's Allocations) as per the said Development Agreement dated **27-06-2014** was made , categorically mentioned in the" **Schedule-B**" therein the aforesaid **Development Agreement** which were equivalent to their original allocation of 45% for the Owner and 55% for the Developer, out of Total Sanctioned Area.

AND WHEREAS the Owner herein have further given and executed a **Development Power of Attorney** after Registration of Development Agreement dated **27-06-2014** in favour of **Mr. Anil Gadia**, Director of Srinivaas Infra Developers Pvt. Ltd. (the Developer herein) and registered before the Addl. District Sub-Registrar, Sealdah, District South 24 Parghanas and recorded in **Book-1, CD Volume No. 5, Pages from 5711 to 57230, Being No. 02086 for the Year 2014.**

AND WHEREAS for the purpose of the construction of the said multi- Storied Building(s) and/or Housing Complex of ownership flats on the said Premises, morefully described in the **FIRST SCHEDULE** written hereunder , the Developer, herein has submitted a building Plan to the K.M.C. and has obtained Sanction of the building plan, vide **Building Permit No. 2014010018, dated-03-05-2014** from the K.M.C. for construction of flats upto **G+XV floor in Block-1 and upto the G+XIV floor in Block-2** at the said premises which has later been regularized and approved by **MBC Meeting No.-506, Item No.- 146/15-16, dated -28-12-2015** for construction of flats on the **16th floor in Block-1 (i.e. upto G+XVI floor in Block-1 and upto the G+XIV floor in Block-2)** at the said premises.

AND WHEREAS thereafter the aforesaid **Building Plan** has subsequently revised/regularized and approved by **MBC Meeting No.-542, Item No.- 221/17-18, dated -11-01-2018** for construction of flats on the **17th floor in Block-1 and on the 15th & 16th floors in Block-2 (i.e. upto G+XVII floor in Block-1 and upto the G+XVI floor in Block-2)** at the said premises, vide **Building Permit No. 2019010012, dated-02-05-2019** by the **Building Department of the Kolkata Municipal Corporation** .

AND WHEREAS thereafter the Owner and the Developer herein have also executed 2(Two) nos of **Supplementary Agreement on 28-04-2015 and 18-12-2015** to change their allocations of the flats.

AND WHEREAS the Building Plan consists of flats for residential purpose and provisions for parking cars within the premises and the Specifications of the Building(s).

AND WHEREAS after getting regularized and approved Sanctioned Plan from the **Building Department of the Kolkata Municipal Corporation** by **MBC Meeting No.-542, Item No.- 221/17-18, dated -11-01-2018** for construction of flats on the **17th floor in Block-1 and on the 15th & 16th floors in Block-2 (i.e. upto G+XVII floor in Block-1 and upto the G+XVI floor in Block-2)** at the said premises, vide **Building Permit No. 2019010012, dated-02-05-2019** , the Owner and the Developer herein have also jointly executed a “**SUPPLEMENTARY DEVELOPMENT**

AGREEMENT” on 15th July, 2019 for final demarcation and identification of reallocations of their ownership flats . The aforesaid **Supplementary Development Agreement** was executed and registered on 15th July, 2019 in the office of Addl. District Sub-Registrar- Sealdah, South 24 Parghanas and recorded in **Book-1, Volume No. 1606-2019 Pages from 101485 to 101517, being Deed No 1606-02766 for the Year 2019.**

AND WHEREAS in accordance with the Sanctioned Building Plan, the Developer has completed the construction of the said multi-storied building(s).

AND WHEREAS the Owner as well as the Developer has decided to sell the apartments/units along with the right to use of car parking spaces of the said building as well as proportionate share of the land, morefully described in the **FIRST SCHEDULE** hereunder written , to the Purchaser(s).

AND WHEREAS the Owner/Developer has already registered the Project “**MERIDIAN SPLENDORA**” under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority aton Being Registration No.....

AND WHEREAS the Owner as well as the Developer have framed the terms and conditions for sale of the apartment/units along with the necessary facilities installed in the building as well as the right to use of common areas and common spaces, of the said multi-storied building .

AND WHEREAS the Owner/Developer invited offers form intending Purchaser(s) of the said apartment/unit mentioned in the **Part-I of the Second Schedule** herein below, along with the proportionate share of land mentioned in the **First Schedule** along with the right to use of Multi-level Mechanical covered Car Parking Space on the ground floor .

AND WHEREAS the Allottee/Purchaser(s) on coming to know such intention of the Land Owner/ Developer and after going through all the papers and documents relating to the title of land and being satisfied with quality of construction of said Apartment/Unit , have/has approached the Developer for selling an apartment/unit(s) along with a/an open/covered/MLCP car parking space (s) (if any) of the said building as well as proportionate share of the land , lying and situate at **Premises No.-9A/1, Uma Kanta Sen Lane, Kolkata-700030**, Holding No- 10/18 Paikpara, Pargana-Kalikata, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at Sealdah, in the District of South 24Parganas, morefully mentioned in the **FIRST SCHEDULE** herein below.

AND WHEREAS the Vendor/ Developer has agreed to sell and the Allottee/ Purchaser(s) has/have agreed to purchase **ALL THAT** One self-contained residential Apartment/Unit as mentioned in the

Part – I of the **SECOND SCHEDULE** hereto , together with undivided proportionate impartible variable share in the land underneath the new Building and together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **Part-I of the FOUTH SCHEDULE** hereto, all hereinafter collectively referred to as the “**SAID APARTMENT/UNIT** ”, Together with exclusive right to use of car parking space(if any), more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as “**MERIDIAN SPLENDORA**”, constructed on the premises, morefully described in the **FIRST SCHEDULE** herein below, hereinafter collectively referred to as the “**SAID PROPERTY**”, demarcated in annexed site **Plan or Map** , bordered with **Red Colour** which is free from all encumbrance, charges, liens, lispences, attachments acquisitions and all other liabilities whatsoever. **at the price** , ,morefully described and mentioned in **THIRD SCHEDULE** written hereunder.

AND WHEREAS accordingly **by virtue of an “Agreement for Sale” , dated-** , the Vendor/ Developer has allotted One self-contained residential Apartment/Unit as mentioned in the **Part – I** of the **SECOND SCHEDULE** hereto , together with undivided proportionate impartible variable share in the land underneath the new Building and together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **Part-I of the FOUTH SCHEDULE** hereto, all hereinafter collectively referred to as the “**SAID APARTMENT/UNIT** ”, Together with exclusive right to use of car parking space(if any), more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as “**MERIDIAN SPLENDORA**”, constructed on the premises, morefully described in the **FIRST SCHEDULE** herein above , which is free from all encumbrance, charges, liens, lispences, attachments acquisitions and all other liabilities whatsoever **at the price** , ,morefully described and mentioned in **THIRD SCHEDULE** written hereunder.

AND WHEREAS according to the terms and conditions mentioned in the **Agreement for Sale dated**..... the Developer/Owner/Vendor has constructed the flat/Unit and the Purchaser/Allottee being satisfied and having his/her/their full knowledge with the same , has/have now agreed to make registration of the Deed of Conveyance of the aforesaid flat or unit .

AND WHEREAS the Purchaser/Allottee, undertake(s) that he/she/they has/ have got the aforesaid flat/unit to their full satisfaction as per the terms and conditions of the aforesaid Agreement and he/she/they also undertake(s) that the Developer/Owner/Vendor has no further liability in this regard.

AND WHEREAS :

- A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same is contrary or repugnant to the subject or context:
- A.1 **AGREEMENT FOR SALE** means an agreement entered into between the Owner/Developer and the Allottee /Purchaser(s)
- A.2 **TOTAL PRICE/AGREED CONSIDERATION** shall mean the consideration mentioned in the **Third Schedule** hereto payable by the Purchasers to the Vendors for acquiring the said Flat /Unit/Apartment along with the Right to use of Car parking (if any);
- A.3 **ARCHITECT** shall mean **RAJ AGARWAL & ASSOCIATES** of 8B, Royd Street, 2nd Floor, Kolkata – 700 016 whom the Developer has appointed as the Architect for the Project;
- A.4 **ASSOCIATION** shall mean the Association, Committee, Body, Society or Company which would comprise the Owners as well as the Developer and the representatives of all the buyers/allottees of Flat / Unit / Apartment and be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer;
- A.5 **BUILDING(S)** shall mean the Residential Building(s)and/or structures to be constructed time to time for residential purpose and use only by the Developer upon the Said Premises mentioned herein below in the Part-I of the **First Schedule** permissible under the Rules and Regulations of the KMC and from any other authorities if required, for the time being prevailing as per the plan or plans to be sanctioned by the K.M.C. or any other Authority , in pursuance of the **Development Agreement** which was executed and registered on **27-06-2014** in the office of Addl. District Sub-Registrar, Sealdah, District South 24 Parghanas and it is/was recorded in **Book-1, CD Volume No. 5, Pages from 5672 to 5710. being Deed No.-02085, for the Year 2014.**
- A.6 **AREA :**

- i) **CARPET AREA** shall mean the net useable area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-3% (Three percent) on account of structural, design and construction variances. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/fitted and all cost related to removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of carpet area.
- ii) **BUILT-UP AREA** shall mean the entire built-up area as sanctioned by the **KMC** as per approval of its Other Authorities , from time to time and shall include the plinth area of the units, including the plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also the thickness of the wall (external or internal) and pillars and the areas of the Common Portions.
- iii) **COMMON PORTIONS/AREA** shall mean such common areas, facilities and installations in the Buildings and the said Premises, like staircases, landings, corridors, driveways, lawns, open spaces, common lavatories/ toilets,, lobbies, lifts, lift shafts, passages, boundary walls, the Common Roof Area and Common open terrace therein, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations, generator room, fire safety work stations, electrical sub-station, tube well, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building, as may be decided or provided by the Developer which are mentioned in the **Part-I of the FOURTH SCHEDULE** hereto;
- A.7 **COMMON EXPENSES** shall include all expenses for the management, maintenance and upkeep of the Project including the Buildings, the Common Portions, all types of parking spaces including MLCPs therein and the said Premises—and the expenses for Common Purposes; which are mentioned in the **FIFTH SCHEDULE** hereto;
- A.8 **DATE OF POSSESSION** shall mean the date on which the purchaser/allottee/s take actual physical possession of the said apartment after discharging all their liabilities and obligations;

- A.9 **COMMITTED POSSESSION DATE** shall mean the estimated date of making the said apartment ready for the purpose of delivery for possession on or before **31st January, 2020 with a grace period of 6(six) months**. The aforesaid date shall also be subject to force majeure.
- A.10 **DEEMED POSSESSION DATE** shall mean the date falling next after the expiry of **45(forty five)** days from the date of intimation to the Allottee for taking possession of the apartment in accordance with the terms of the Agreement.
- A.11 **COMMON PURPOSES** shall include the purpose of maintaining and managing the said Premises, the Building(s) and in particular the Common Portions, rendition of services in common to the Unit Owner, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owner(s) and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common;
- A.12 **DEED OF CONVEYANCE** shall mean the Deed of Conveyance/Transfer to be executed by the Developers in favour of the Purchasers in respect of the said Flat Unit upon the Purchasers complying with all their obligations, paying and depositing all amounts in time and not committing any breach or default;
- A.13 **LOCAL AUTHORITY means** the Kolkata Municipal Corporation or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;
- A.14 **DEVELOPER** shall mean **SRINIVAAS INFRA DEVELOPERS PVT. LTD**, having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.- Girispark, Kolkata –700006, District- Kolkata and its successor(s)-in-interest and assignors;
- A.15 a) **DEVELOPMENT AGREEMENT** shall mean the Agreement executed between the Owners and the Developer for development and construction in respect of the Premises, mentioned in the Schedule herein below which was executed and registered on **27-06-2014** in the office of Addl. District Sub-Registrar, Sealdah, District South 24 Parghanas and it is/was recorded in **Book-1, CD Volume No. 5, Pages from 5672 to 5710. being Deed No.-02085, for the Year 2014.**
- b) **DEVELOPMENT POWER OF ATTORNEY** shall mean the **Power of Attorney** executed by the Owners in favour of the Developer for development and construction of the

Premises, mentioned in the **First Schedule** herein below which was executed and registered on **27-06-2014** in the office of Addl. District Sub-Registrar, Sealdah, District South 24 Parghanas and it is/was recorded in **Book-1, CD Volume No. 5, Pages from 5711 to 57230, Being No. 02086 for the Year 2014.**

- A.16 **SAID FLAT/APARTMENT/UNIT** shall mean any residential Apartment/unit together with Undivided proportionate share of land underneath the building along with the exclusive right to use of Car Parking Space, (if any allotted) and the right to use of Common Portions as described in the **SECOND SCHEDULE** hereto, which is capable of being exclusively owned, used and enjoyed by any Unit Owner(s) ;
- A.17 **COMPLETION CERTIFICATE or OCCUPANCY CERTIFICATE** means the completion certificate or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- A.18 **FORCE MAJEURE** shall include natural calamities, Acts of God, floods, Fire, Lightning, earthquakes, riots, enemy actions or wars, storms, cyclones, tempests, civil commotions and disturbances, Insurgency, civil wars, air raids, strikes, lockouts, transport strikes, shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from the **KMC** or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or circumstances beyond the control of the Developer/Owner;
- A.19 **PROJECT LAND** shall mean all that piece and parcel of Bastu land measuring an area of 05 Bigahs 16 Cottahs 04 Chittaks 32 Sq.ft; more or less, lying and situate at **Premises No. 9A/1, Uma Kanta Sen Lane, Kolkata-700030**, Holding No- 10/18 Paikpara, Pargana-Kalikata, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at Sealdah, in the District of South 24Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner, comprised in the said Premises.

- A.20 **MAINTENANCE AGENCY** shall mean the Developer itself or any association syndicate, committee, body society or company, formed / incorporated/ appointed by the Developer itself for the Common Purposes;
- A.21 **CORPORATION** shall mean the Kolkata Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- A.22 **SAID PARKING SPACES** shall mean open, covered and mechanical car parking space that may be earmarked by the Developer as right to park of car(s) and/or two wheeler(s), if any, described in **Part-II** of the **Second Schedule** hereto;
- A.23 a) **OWNER'S AREA** shall mean the allocation mentioned in the “**Supplementary Development Agreement**”, being No 02766 for the Year 2019 , together with undivided and impartible proportionate share of the land under the multi-storied building/buildings having such flats of the aforesaid allocation subject to any additions or reductions thereof in accordance with the express terms and conditions hereof including all rights easements, common facilities and amenities annexed to the Project.
- b) **DEVELOPER'S AREA** shall mean the allocation mentioned in the “**Supplementary Development Agreement**” , being No 02766 for the Year 2019 , together with undivided and impartible proportionate share of the land under the multi-storied building/buildings having such flats of the aforesaid allocation subject to any additions or reductions thereof in accordance with the express terms and conditions hereof including all rights easements, common facilities and amenities annexed to the Project.
- A.24 **PLAN/PLANS** shall mean the plan(s) of the Buildings which have been approved and sanctioned by the **Kolkata Municipal Corporation Vide. Building Permit No. 2014010018** , dated **03.05.2014** for construction of flats upto **G+XV floor in Block-1 and upto the G+XIV floor in Block-2** at the said premises premises which has later been regularized and approved by **MBC Meeting No.-506, Item No.- 146/15-16, dated -28-12-2015** for construction of flats on the **16th floor in Block-1 (i.e. upto G+XVI floor in Block-1 and upto the G+XIV floor in Block-2)** at the said premises and it has further regularized and approved by **MBC Meeting No.-542, Item No.- 221/17-18, dated -11-01-2018** for construction of flats on the **17th floor in Block-1 and on the 15th & 16th floors in Block-2 (i.e. upto G+XVII floor in Block-1 and upto the G+XVI floor in Block-2)** at the said premises, vide **Building Permit No. 2019010012, dated-02-05-2019** , by the **Building**

Department of the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications therein, if any, as well as all revisions, renewals and vertical extensions as well as extensions of validity and time of the aforesaid Plans, if any;

- A.25 **PROJECT** shall mean the work of development undertaken by the Developer from inception till the development of the said Premises is completed, possession of the completed units is taken over by the Unit Owners or intimated to the allottee/s and the Deeds of Conveyance/Transfer are executed and registered in favour of the Unit Owners and possession of the completed Apartment/units be made over to the Unit Owners and the name of the Project has been fixed by the Developer as “**MERIDIAN SPLENDORA**”.
- A.26 **PROJECT CONCEPUALISATION:**
- “**MERIDIAN SPLENDORA**” is a unique concept and is being promoted on joint venture basis with the Parties mentioned herein above and is well connected with various modes of transport. It is being developed and completed with essential facilities within itself for the co-sharers and the Project shall have one maintenance team which will be maintained by the Flat Owners’ Association.
- A.27 **PROPORTIONATE** with all its cognate variations shall mean such ratio as the saleable area of any Unit or Units be in relation to the saleable area of all the Units in the Buildings/Project;
- A.28 **PURCHASER/S OR ALLOTTEE/S** shall mean and include all persons, firm, limited company, association etc. to whom any Area/s is/are transferred or agreed to be so done.
- A.29 **COMMON ROOF AREA** shall mean the ultimate roofs of the Buildings, as may be decided and demarcated by the Owner/Developer at any time prior to handing over possession of the said apartment/unit;
- A.30 **SAID UNDIVIDED SHARE** shall mean the proportionate variable, undivided, indivisible, and impartial share in the land comprised in the Premises which is attributable to the said Apartment/Flat/Unit.
- A.31 **SINKING FUND** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchasers herein, towards sinking fund which shall be held by the Association/Maintenance Agency on account of maintenance expenses;

- A.32 **ACT** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017) as amended from time to time.
- A.33 **UNIT OWNERS** shall, according to its context, mean all Purchasers and/or intending Purchasers of different Units in the Buildings including the Owners and the Developer in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by them;
- A.34 **VENDORS** shall mean jointly the Owners and the Developer and where the context so permits, refer to only such of them as is/are concerned with the relevant matter/issue;
- A.35 **PROJECT ADVOCATE** shall mean **MR. ARUN KUMAR BHAUMIK** who has been appointed by the Developer and has prepared this Deed of Conveyance and who shall and is solely responsible ,under all circumstances for preparing/executing all legal documentation regarding the development, construction, sale and transfer of the Premises, the Buildings and the Flat Units therein, including the Deeds of Conveyance;
- A.36 **APPROPRIATE GOVERNMENT** means the State Government;
- A.37 **RULES** mean the West Bengal Housing Industry Regulation Rules, 2018, as amended from time to time, made under the West Bengal Housing Industry Regulation Act, 2017;
- A.38 **REGULATIONS** mean the Regulations made under the **West Bengal Housing Industry Regulation Act, 2017**, as amended from time to time;
- A.39 **WORDS AND EXPRESSIONS** used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.
- A.40 **SECTION** means a section of the Act.
- A.41 **MASCULINE GENDER** shall include the **feminine** and **neuter** gender and vice versa;
- A.42 **SINGULAR NUMBER** shall include the **plural** and vice versa.

NOW THIS DEED WITNESSETH as follows :-

That in pursuance of the said **“Agreement for Sale”** dated made between the Parties and in consideration of the said total sum of **Rs00,000/- (Rupees Lac) only**, truly paid by the Purchaser(S) to the Owner/Developer/Vendors herein, simultaneously with the execution of these presents (the receipts whereof the Developer/Vendor(s) doth hereby admits and acknowledges as hereunder mentioned in Memo of Consideration) the Vendors doth hereby indefeasibly grant, convey, sell, transfer, assign and assure unto and to said Purchasers herein, free from all encumbrances **ALL THAT** One self-contained marble floor finished residential Flat/Apartment/Unit **being No-, Building - on the Floor of the Building, admeasuring an area of Sq. ft. Carpet area, comprising of Nos. of exclusive balcony/verandah measuring about.....Sq.ft. carpet area, be the same a little more or less, consisting of ___ Bedrooms, 1(One) Dining cum Living room, _____ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the **“Common Areas”** , more fully mentioned and described in the **Part-I of the FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the **“SAID FLAT/ APARTMENT”**, more fully mentioned and described in **Part - I** of the **SECOND SCHEDULE** hereto, **Together with exclusive right to use of Nos. of Open/Covered/Mechanical Car Parking Space** more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as **“MERIDIAN SPLENDORA”**, constructed on the premises, measuring an area of 05 Bigahs 16 Cottahs 04 Chittaks 32 Sq.ft; more or less, lying and situate at **Premises No. 9A/1, Uma Kanta Sen Lane, Kolkata-700030**, Holding No- 10/18 Paikpara, Pargana-Kalikata, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at Sealdah, in the District of South 24Parganas which is morefully described in the **FIRST SCHEDULE** hereunder written, hereinafter collectively referred to as the **“SAID PROPERTY”**, demarcated in annexed site **Plan or Map** , bordered with **Red Colour AND ALL** rights, title, interest, possession, profits, claim, demands whatsoever of the Developer and the Vendor herein into or upon the said flat and car parking space with every part thereof hereby sold, conveyed, transferred to the Purchaser(s) herein including their heirs, executors, administrators and assigns absolutely and forever. That the Owner/Developer/Vendors herein doth hereby covenant with the Purchaser(s) herein that notwithstanding any acts, deeds, hereto before done, executed or knowingly suffered to the contrary the Developer / Vendor (s) herein is now**

lawfully seized and possessed of the said flat, free from all encumbrances, attachments, charges and defeats whatsoever and there is no suit or dispute or case pending in any Court in respect of the said Flat/Apartment and Car Parking Space as well as in respect of the said premises and the Developer / Vendor herein has full power and absolute authority to sell or transfer the said flat and car parking space in any manner aforesaid with the confirmation of the Vendors herein that the Purchasers herein shall hereafter peaceably and quietly hold, possess and enjoy the said flat and car parking space as its absolute owner and possessor with absolute right to sell, transfer, gift, mortgage, lease, convey, whatsoever as its absolute owner and possessor. That the Developer / Vendors herein doth hereby covenant with the Purchaser(s) herein to save the said Flat/Apartment and Car Parking Space harmless and shall at all times hereafter indemnify and keep indemnified the Purchaser/Allottee(s) herein from or against all encumbrances, losses, damages, charges whatsoever. That the Developer / Vendors herein shall at the request and at the cost of the Purchaser(s)/Allottee (s) herein do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said flat and car parking space and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed. That the Purchaser(s) herein shall be at liberty to enjoy all rights of ingress and egress and to enjoy all easement rights over and through and to and from adjacent common passage and road and the Purchaser(s) herein have got every liberty to make all arrangements for electric connection, telephone connection, gas connection, water pipe connection, drainage system over and through the said flat and car parking space. That the Vendors/ Developer herein shall from time to time and at all times hereafter, upon every reasonable request and at the costs of the Purchaser(s) herein produce or to cause to be produced to the Purchaser(s) herein at any trial, hearings, commissions, examinations or otherwise as occasions shall require all or any of the deeds, documents, relating to the said Flat/Apartment and Car Parking Space hereby sold, conveyed and transferred to the herein.

IT IS HEREBY AGREED & DECLARED JOINTLY BY AND BETWEEN THE LAND OWNER/DEVELOPER/ VENDORS AND THE PURCHASER(S) as follows :-

1. **THAT** the Purchaser(s) shall be entitled to make sale, gift, mortgage, lease, convey the said Flat/Apartment/Unit and Car Parking Space to any person or persons without any consent of the present Vendors and the Developer or any other owner or owners of the said building.
2. **THAT** the Purchaser' undivided right, title, interest, possession in the soil/land of the said premises, morefully mentioned in the **FIRST SCHEDULE** hereunder written, shall remain joint for all times the other Co-owners of the said building at the said premises.

3. **THAT** the Purchaser(s) herein will not be liable to pay any amount including penalty or interest to the Kolkata Municipal Corporation in respect of the said Flat/Apartment/Unit and Car Parking Space for the period upto the date of execution of these presents.

4. **THAT** the Purchaser(s) shall have all rights to mutate their name as the owners and occupiers of the said Flat/Apartment/Unit and Car Parking Space in the records of The Kolkata Municipal Corporation and in the records of any other authorities and in that event the Vendors / Developer shall give their consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchaser(s).

5. **THAT** the Purchaser(s) shall be liable to pay Owners' & Occupiers' share of Rates, Taxes, Land Revenues and other outgoing charges directly to The Kolkata Municipal Corporation or to any other authorities, in respect of the said Flat/Apartment/Unit and Car Parking Space hereby sold and transferred.

6. **THAT** the Purchaser(s) shall pay the aforesaid charges, rates, taxes, land revenues and other outgoing charges as levied on the said Flat/Apartment/Unit and Car Parking Space on and from the date of execution of this Deed of Conveyance.

7. **THAT** the Purchaser(s) shall have full and absolute rights in common with the other Co-owners of the said building in respect of proportionate share of common areas, common rights, common facilities and common amenities belonging to the said building and belonging to the said premises morefully described in the **FOURTH SCHEDULE** hereunder written together with the right of the common use of the ultimate roof of the said building at the said premises.

8. **THAT** the Purchaser(s) shall take connection of electric, telephone, gas, water pipe, cable connection, dish antenna, internet connection etc. at the said flat/apartment in the names of the Purchaser(s)/Unit Owner(s) at his/her/their own cost..

9. **THAT** the Association shall have all rights of the common spaces of the said premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions, in respect of the said Flat/Apartment and Car Parking Space(if any).

10. **THAT** all expenses for running and operation of all common machineries, equipments and other installations, including all costs of maintenance, repairing in respect of the common parts of the said building including all common areas and common installations of the said building shall be proportionately borne by the Purchaser(s) with the other Co-owners of the said building, described in the **FIFTH SCHEDULE** hereunder.

11. **THAT** the Purchase(r) has/have common right, title and interest of the ultimate roof situated at the top of the said building at the said premises and the Purchaser(s) shall also have right to

use the said ultimate roof in accordance with the Association Rules/Guidelines, without any hindrance, obstruction and encumbrances commonly with the other flat owners of the said building.

12. **THAT** one Association and/or Society will be formed between the Flat Owners of the said building at the said premises having one representative or nominated person from each flat.

13. **THAT** after formation of the said Association and/or Society, the said body will be liable for the maintenance, repairs, replacement, installations etc. of the said building as well as said premises out of their own fund which will be raised by the flat owners of the said building.

THE LAND OWNER / DEVELOPER/ VENDORS HEREIN DOTH HEREBY COVENANT WITH THE PURCHASER(S) as follows :-

- i) **THAT** the said flat is free from all encumbrances, charges and liens and the Developer /Vendors herein has/have got free clear and marketable title therein and save and except the Developer /Vendors, no other person has any right, title and interest over the said **Flat/Apartment and Car Parking Space (if any)** and/or any part thereof to transfer and convey the same to the Purchaser(s) herein.
- ii) **THAT** the said flat including the said premises or its any part thereto is not subject to any acquisition or requisition proceedings and the Developer/Vendor(s) herein has/have no knowledge of and have not received any such notice from any authority or authorities that effect.
- iii) **THAT** no suit or proceedings of whatsoever nature is pending in any court of law in respect of the said flat/apartment and car parking space including the said premises or any part thereof.
- iv) **THAT** the Developer /Vendor herein admits and confirms that if any statements or declarations made in these present regarding the title of the said premises is found not to be true and/or false then they will be liable to be implicated in present law and the Owners/Developer/Vendors will be liable to return back the entire consideration money with costs and damages to the Purchaser(s) herein and/or their successors.
- v) **THAT** the Owners/Developer/Vendors of this Deed herein has/have confirmed in order to convey a good and marketable title of the said flat and car parking space mentioned in the **Second Schedule** in favour of the Purchaser(s) and the said Owners/Developer/Vendors shall not claim or demand in future over the said flat and car parking space or any part thereto.

THE PURCHASER(S) HEREIN DOTH HEREBY COVENANT WITH THE LAND OWNER / DEVELOPER/ VENDORS as follows :-

- a. **ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AREAS, AMENITIES AND FACILITIES AND SPECIFICATIONS:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Owner/Developer to the Project Land and the Project approvals, had already entered into the Agreement for Sale and is now entering this Deed of Conveyance. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment. The Allottee further agrees and understands that the Owner/Developer(at its own cost and maintenance) shall at all times hereafter be entitled to put up and display its brand name and logo on the ultimate roof of the said building or at the main entrance of the building or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or object the free movement of the Owner/Developer or its men and agents within the Project premises for accessing such signages and/or display boards.
- b. **ALLOTTEE TO MUTATE AND PAY RATES & TAXES:** The Allottee shall pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within **30 (thirty) days** from the date of taking conveyance deed of the said Apartment (Date Of Conveyance) and pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Owners/Developer/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.
- c. **ALLOTTEE TO PAY MAINTENANCE CHARGE:** The Allottee shall pay maintenance charge on the basis of bills to be raised by the Owners/Developer or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Owner/Developer or Association (upon formation).
- d. **CHARGE / LIEN:** The Owner/Developer shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Owners/Developer provided however, if the said Apartment is purchased with assistance of a financial institution, then such charge / lien of the Owners/Developer shall stand extinguished on the financial institution provided all dues payable to the Owners/Developer are cleared by the Allottee and/or such financial institution.
- e. **NO RIGHT OF OR OBSTRUCTION BY ALLOTTEE:** All open areas in the Project proposed to be used for open car parking spaces and as sanctioned by the authorities do not

form part of the Common Areas within the meaning of this Deed Of Conveyance. Moreover, the Allottee shall not be entitled to object or hinder the entry to and access of any common areas or portions of the Project Land/unit or any part thereto to any service provider for the purpose of carrying out any repairs / replacement / maintenance / changes / additions / alterations to the services, facilities and amenities provided by them at the Project Land/unit and the Owner/Developers / association (upon formation) shall issue NOC for carrying out their work whenever required by such service provider. Any resultant repair and/or touch-up work required to be carried out pursuant to such repairs / replacement / maintenance / changes / additions / alterations by any service provider, unless the same has been done by such service providers, shall be carried out by the Association at its own cost and the Allottee agrees to bear the proportionate cost thereof.

- f. **VARIABLE NATURE OF LAND SHARE AND SHARE IN COMMON AREAS:** The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short “the said Land Share”) shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all apartments in the Project, (2) if the carpet area of the Project is recomputed by the Owner/Developer or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owner/Developer, in its absolute discretion.
- g. **TO HANDOVER ONE SET OF KEYS OF CAR TO THE ASSOCIATION:** The Allottee undertakes and covenants that he/she/they will hand over one set of keys of their car to the association for emergency removal of car in case of fire or other exigencies and for smooth ingress and egress of car/s. If the Allottee does not comply this term, he will be solely responsible for the consequences, damages and legal litigations.
- h. **NOT TO RAISE ANY OBJECTION AGAINST EMERGENCY ENTRANCE IN THE UNIT/APARTMENT:** The Allottee shall not raise any objection against emergency entrance in the apartment by the association in an unavoidable circumstance under the presence of 5 (five) members of the association only in case of absence of the Allottee or inhabitants of the unit/apartment.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the Project Land)

ALL THAT piece and parcel of land measuring an area of 05 Bigahs 16 Cottahs 04 Chittaks 32 Sq.ft; more or less, lying and situate at **Premises No. 9A/1, Uma Kanta Sen Lane, Kolkata-700030,**

Holding No- 10/18 Paikpara, Pargana-Kalikata, Police Station - Chitpur, within the limits of Ward No.-4 of the Kolkata Municipal Corporation, District Sub-Registrar Office at Alipore, Addl. District Sub-Registration Office at Sealdah, in the District of South 24Parganas which is butted and bounded as follows :

ON THE NORTH : Beerpara Lane.
 ON THE SOUTH : Umakanta Sen Lane.
 ON THE EAST : Beerpara Lane.
 ON THE WEST : 9A/2 Umakanta Sen Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART-I

(Description of the Sealable Flat/Apartment/Unit)
(LANDOWNER/ DEVELOPER'S ALLOCATION)

ALL THAT One self-contained tiles floor finished residential Flat/Apartment/Unit **being No-....., Building - on the Floor of the Building, admeasuring an area of Sq. ft. carpet area**, comprising of Nos. of exclusive balcony/verandah measuring about.....**Sq.ft. carpet area, be the same a little more or less** , consisting of ____ Bedrooms, 1(One) Dining cum Living room, ____ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building , more fully mentioned and described in the **FIRST SCHEDULE** hereto and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the "**Common Areas**" , more fully mentioned and described in the **Part-I of the FOURTH SCHEDULE** hereto, all hereinafter collectively referred to as the "**SAID FLAT/APARTMENT/UNIT**" , **Together** with exclusive right to use of Nos. of **Open/Covered/Mechanical Car Parking Space**, more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as "**MERIDIAN SPLENDORA**", constructed on the premises, morefully described in the **FIRST SCHEDULE** herein above , hereinafter collectively referred to as the "**SAID PROPERTY**", demarcated in annexed site **Plan or Map** , bordered with **Red Colour** which will be sold by this Deed of Conveyance by the above mentioned present Vendor (s).

PART-II

(Description of the Right to Car Parking Space)

Right to use **1(ONE)** no. of Open/ Covered/Mechanical Car Parking Space for medium size car.

THE THIRD SCHEDULE ABOVE REFERRED TO**(Consideration)**

Consideration for the said Apartment/Unit along with right to car parking space(excluding G.S.T.) mentioned in the **Second Schedule** herein above, is **Rs.....,00,000/- (Rupees Lakh) Only.**

THE FOURTH SCHEDULE ABOVE REFERRED TO :**(COMMON AREAS, INSTALLATIONS, AMENITIES AND FACILITIES)****PART-I****(COMMON AREAS)****(Common Areas divided proportionately amongst the Apartment Owner/s)**

1. Proportionate share of the land comprised in the said Premises attributable to all the residential apartments/units in the Project.
2. Stair on all the floors.
3. Stair case and stair landings having lighting, fixtures and fittings.
4. Lifts and its Landing and Lift Machine Room, if any.
5. Lift Space/Lift Shafts.
6. Air conditioned Ground Floor Lobby.
7. Swimming Pool
8. Gymnasium
9. Air conditioned Community Hall
10. Air conditioned Kids' Play Area
11. Indoor Games Room
12. Fire Fighting systems and alarms in the common areas if any.
13. Common Passages and Lobbies on the ground and the upper floors for egress and ingress.
14. Corridors, Driveways, Lawns ,Open Spaces, Common Lavatories/ Toilets(if any) in the Ground Floor.
15. Water Pump with motor and Pump House, Overhead Water Tank, Water Pipes and other plumbing installations, Underground Water Reservoir.
16. Electric Wiring, Meters and space for installation of Electric meter on the ground floor and Electrical Sub-Station.
17. Tube well (if any)/KMC Water supply.
18. Water and sewerage evacuation pipes from the flats to the drains, sewers common to the said Building.

19. Boundary walls and gate in respect of the said Premises and all areas or parts of the building required for ingress and egress to and from the respective flats/units including the stair case.
20. Security ghumty/Room (if any)
21. Generator Room
22. Ultimate Common Roof Area and Common Open Terrace.
23. Beam, Columns, Girders and supports.
24. Any other facility and area provided for common use.
25. Security system (if any)
26. Such other equipments, installations, fixtures, fittings and spaces in or within the said building comprised within the said premises as are necessary for passing to the user and occupancy of the Units in common portions for the said building and all other covered and/or open area, which excluded properties shall remain the open area, which excluded properties shall remain the exclusive properties of the seller and owners, right to sell, transfer, let out or dispose of the same.

PART-II
(AMENITIES AND FACILITIES)

<u>SECTION A :</u>	Amenities
a)	Air conditioned Ground Floor Lobby.
b)	Swimming Pool
c)	Gymnasium
d)	Air conditioned Community Hall
e)	Air conditioned Kids' Play Area
f)	24 * 7 Security and (CCTV)
g)	Video Door Phone
h)	Free Split AC in bed rooms and living room
i)	Natural Water body
j)	Indoor Games Room
k)	Visitors' Car Parking Space

l)	2 High Speed Passenger Lifts and 1 Service Lift
<u>SECTION B:</u>	(Common installations for which proportionate additional separate costs are to be paid by the Purchaser)
a)	Electrical installations relating to meters, transformer and sub-station for receiving electricity from the Electricity Authority.
b)	Common Power Generator for providing stand-by power for common light(s), lift(s), pump(s) and other common services as also upto 750 watts for 2BHK 1000 watts for 3BHK and 1250 watts for 4BHK Flat Units.
c)	Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section A hereinabove.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and common areas, gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the apartment/unit-Owner/s in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the apartment/unit-Owner/s in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the apartment/unit-Owner/s in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).

5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner/Vendor or Association on its formation.
8. **AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

<u>INTERNAL SPECIFICATIONS</u>	
Foundation	Earthquake-resistant RCC framed structure
Wall finish	Internal walls by cement putty
Flooring	600 mm x 600 mm tiles in all bedrooms, 800mm x 800mm in living/dining room
Kitchen	Granite platform
	Anti-skid tiles on floor
	Single bowl stainless steel sink with ISI marked C.P Fittings.
	Dado tiles up to 2 feet above the counter/platform
	Provision for installing electric chimney/exhaust fan
	Electric points for refrigerator, microwave & water filter
Toilet	Anti-skid tiles on floor

	Wall-hung modern WC of reputed brand
	Good quality tiles on the walls up to lintel height
	CP fittings of Jaquar/Kohler/Grohe or equivalent make
	Sanitary ware of Hind ware/Parry ware/American Standard or equivalent make
	Electric points for geyser & exhaust fan
	Provision for hot/cold water lines
Windows	Anodized aluminum windows with integrated safety grills
Doors	Steel Main door
	Internal doors - laminated flush type
Electricals	Free Split AC in bed rooms in living rooms.
	Concealed copper wiring with modular switches
	Door bell point at the main entrance door
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet
	Cable T.V. & telephone points in living and all bedrooms
	Generator backup at extra cost (2 BHK: 750 Watts, 3 BHK: 1000 Watts & 4 BHK: 1250 Watts)
<u>EXTERNAL SPECIFICATIONS</u>	
Elevation	Modern aesthetic elevation
Wall finish	Combination of cladding and high quality waterproof cement / paint
Ground Lobby	Air-conditioned spacious ground floor lobby
	Mix of marbles/granite/vitrified tiles on floor
	Marble/Granite cladded lift fascia
Staircase & Floor Lobby	Kota stone/ Marble/ Granite/ Tiles on staircases & floor lobby
Elevators	3 lifts of OTIS/KONE or equivalent in each tower
Water	De-ionization cum water filtration plant

Security	CCTV at ground floor level with 24X7 central security surveillance
	Video door phone for each flat
	Intercom connectivity - flat to flat & flat to main security
Fire fighting system	Modern fire fighting system with sprinklers & smoke detectors in common areas
Generator	Back up for all common areas and services
Common lighting	Overhead illumination for driveway
	Necessary illumination in all lobbies, staircases & common areas

THE SEVENTH SCHEDULE ABOVE REFERRED TO

PART-I

"PURCHASER'S COVENANTS"

1. **ON AND FROM THE DATE OF POSSESSION, THE PURCHASER(S) / ALLOTTEE(S)/UNIT OWNER(S) AGREES, UNDERTAKES AND COVENANTS TO:**
- a) Comply with and observe the rules, regulations and bye-laws framed by the Association from time to time;
 - b) Permit the Developer, Association and their respective men, agents and workmen to enter into the said Flat for the Common Purposes of the Project whenever required.
 - c) Deposit the amounts for various purposes as required by the Developer or the Association;
 - d) Use and occupy the said Flat only for the purpose of his/her/their residence;
 - e) Use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;

- f) Keep the said Flat and Partition walls, sewers, drains pipes, cables, wires, entrance and main entrance of any other Flat in the Buildings and/or in the Premises in good condition so as to protect and keep in habitable condition of the other Flats /parts of the Buildings;
- g) Not to make any alteration or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- h) Sign and deliver to the Developer all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the **CESC Limited** in the name of the Purchaser(s) and until the same be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from their own sources and install an electric sub-meter at the cost of the Purchasers in or for the said Flat and the Purchasers shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;
- i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately and the said Flat Unit wholly;
- j) Pay Municipal Taxes(if any) and all other rates, taxes, levies, duties, charges and impositions, outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Flat /Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat /Unit until the same is assessed separately by the Concerned Authority;
- k) Pay for other utilities consumed in or relating to the said Flat /Unit;
- l) Allow the other Unit Owners' rights of easements and/or quasi-easements;
- m) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other payments mentioned herein within 7 (seven) days of the receipt of demand or relevant bill, whichever be earlier;
- n) Observe and comply with such other covenants as be deemed reasonable by the Association for the Common Purposes.

2. **ON AND FROM THE DATE OF POSSESSION, THE PURCHASER(S)/ ALLOTTEE(S) / UNIT OWNER(S) AGREES AND COVENANTS:**

- a) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Vendors as well as the Developer Provided However that nothing contained herein shall prevent the Purchasers to put a decent nameplate on the outface of the main door of the said Flat;
- b) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- c) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- d) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Vendor in writing or in the manner as near as may be in which it was previously decorated;
- e) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings;
- f) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
- g) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
- h) not to claim any right over and/or in respect of the roofs of the Buildings other than the right of common use in respect of the Ultimate Common Roof Area or in respect of any open land at the Premises or in any other open or built-up areas of the Buildings and the Premises reserved or intended to be reserved by the Vendor for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him not to obstruct any development or further development or additional vertical or other constructions which may be made by the Vendor thereat or on any part thereof;
- i) not to shift or obstruct any windows in the said Flat or the Buildings;
- j) not to permit any new window, light opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Vendor and/or the Association;

- k) not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s) of the Purchasers.
- l) Not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchasers hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two wheeler.
- m) not to object to or cause any hindrance regarding the use and exercise of the right of pedestrian passage over the driveway/Common Passage of the housing complex known as "**Meridian Splendora**" by the owners, residents and occupants of "**Meridian Splendora**".

PART 2

OBLIGATIONS OF ALLOTTEE/PURCHASER:

The Allottee shall:

- a. **Co-operate in management and maintenance:** Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Owner/Developer/Association (upon formation), as applicable.
- b. **Observing Rules:** Observe the rules framed from time to time by the Owner/Developer/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- c. **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of possession, wholly for the Said Apartment and proportionately for the Common Areas, facilities and amenities.
- d. **Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Owner/Developer or to other apartment/allottees. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Owner/Developer/Association (upon formation).
- e. **Use of the Apartment:** Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for any purposes other than that as may be sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, godown of any type, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- f. Maintenance of Apartment:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment at the cost of the Allottee.
- g. Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- h. Use of Spittoons / Dustbins:** To spit or accumulate the dust, rubbish, wastes and other refuses, use the spittoons / dustbins located at various places in the Project.
- i. No Alteration:** Not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- j. No Structural Alteration and Prohibited Installations:** Not to alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Owner/Developer and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Owner/Developer and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- k. Fitting Air Conditioning unit:** Not to install any window/split air-conditioning units anywhere in the said Apartment other than specified areas. The water outlet of the air conditioner unit shall have to be put in such a manner that it does not cause any inconvenience/damage to other unit/apartment owners or building. The developer will provide on payment of extra ac ledge charges (mandatory) the outdoor split AC ledge. The allottee/s or its nominee/tenant are not allowed to damage the outside wall of the building for fixing outdoor split AC .
- l. No Grills:** Not to install any box grill on the balcony or verandah/window or to obstruct any common area or entry or exit by putting goods or materials of any kind.
- m. No Sub-Division:** Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- n. No Change of Name:** Not to change / alter / modify the name of the Building..
- o. No Nuisance and Disturbance:** Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Owner/Developer or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

- p. **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles,sofa,almirah,garbage,combustable materials etc in the Common Areas including floor corridors and staircases or areas immediately outside the main entrance of the said Apartment and areas under ground staircase, parking areas etc.
- q. **No Obstruction to Owner/Developer/Association:** Not to obstruct the Owner/Developer/ Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Owner/Developer in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- r. **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.
- s. **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Owner/Developer / Association (upon formation) for the use of the Common Areas, amenities and facilities.
- t. **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
- u. **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious, illegal, immoral or injurious activity in or through the said Apartment, the Car Parking Space, common areas including but not limited to acts of vandalism, putting up posters and graffiti.
- v. **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building/Project.
- w. **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.
- x. **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- y. **No Installing Generator:** Not to install or keep or run any personal generator in the said Apartment or any part of the Project.
- z. **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Apartment/Project. in case of allottee not being present in their apartment for a considerable time then it's the duty of the allottee to close all water points so that no water is wasted.
- aa. **No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same as decided by the Owner/Developer or the Association.

- bb. No Hanging Clothes:** Not to hang or cause to be hung clothes in Common Areas. The Allottee shall not be allowed to hang clothes outside the balcony .
- cc. No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- dd. No Plucking Flowers:** Not to pluck flowers or stems from the gardens of the project (if any).
- ee. No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.
- ff. No Trespassing:** Not to trespass or allow the trespassers over any areas exclusively allotted to any Allottees or retained by the Owner/Developers in the Project.
- gg. No Overloading Lifts:** Not to overload the passenger lifts and to move goods only through the service lifts(if any) and/or staircase of the Building.
- hh. No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire and to participate in fire drills as and when required.
- ii. No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- jj. Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Owner/Developer / Association.
- kk. Not to be Identified Mechanical Car Parking:** The Owner /Developer at the request of the Allottee, may grant the right to use unidentified (upper or lower) mechanical car parking for a particular system (identified) for which the Allottee is not entitled to raise any objection.
- ll. Notification regarding Letting / Transfer:** The allottee/purchaser can let out or transfer the said Apartment for residential purpose only and if the Allottee lets out or transfers then the Allottee shall immediately notify the Owner/Developer/Association (upon formation) and the local police station of the tenant's/transferee's address and telephone number along with a copy of Aadhaar Card/Voter ID Card as proof of his/her/their/its Identity. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions and/or the rules and regulations of the Association. The Allottee can let-out or transfer only after clearance of all upto date dues of the Owner/Developer / Association (upon formation).
- mm. No Right in Other Areas:** The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building save and except the said Apartment and the share in the Common Areas.
- nn. Not to Alienate and/or let out the Car Parking :** The Allottee cannot under any circumstances alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and his or her nominee or flat's tenant will be allowed to park their Cars at their Car Parking Space.
- oo. Indemnity:** The Allottee shall keep the Owner/Developer indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings

made against or suffered by the Owner/Developer and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any misrepresentation by the Allottees, negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained. The Allottee shall keep the Owner/Developer indemnified of from and against all actions, proceedings, claims, demands, costs, charges and expenses proceedings made against or suffered by the Owner/Developer and/or the Association (upon formation) relating to the matter of submitting Taxes etc , levied for their Apartment/Unit of the said Building/Project.

- pp. Change in Plan:** The Allottee agrees that the Developer/Owner may make amendments to the plans or layouts of the building/project as required for the execution of the project or as may be directed by the competent authorities. The Allottee gives his/her/their consent for such amendments/changes provided that such changes shall not result in change of location of the unit (with respect to its direction on a given floor), lowering of the unit (with respect to its height above the ground), or reduction/addition of the carpet area more than 3%(three percent). In case, any change is proposed which adversely impact any of the aforesaid factors, separate, written consent from the Allottee must be obtained.
- qq. Owners/Developer's Covenants:** The Owner/Developer covenants with the Allottee and admits and accepts that:
- rr. No Creation of Encumbrance:** During the subsistence of the Agreement for Sale, subject to its right to obtain project loan as above, the Owner/Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of the Agreement. This may however not restrict the Owner/Developer in creating any charge, mortgage, lien over or in respect of any other apartment or spaces of the Project in terms of the Act or Rules. Srinivaas Infra Developers Pvt. Ltd. (The Developer) and Tirupati Properties (The Land Owner) have availed a Selective Inventory funding from Indiabulls Commercial Credit Limited. The Developer / Land Owner will provide , the NOC from Indiabulls Commercial Credit Limited to the purchaser, if required .
- ss. Future Contingency and Covenant of Allottee:** The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Owner/Developer may deem appropriate or as may be directed by appropriate authorities or as may be made by the Owner/Developer keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Owner/Developer in this regard, including but not limited to sign and/or execute documents and/or deeds as required by the Owner/Developer or the competent authority as and when called upon by the Owner/Developer without any claim demand demur or protest.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :

(Restrictions)

The Purchaser(s)/Allottees(s) or the Unit Owner(s) shall not be entitled to :

- i. Make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Building and/or any internal addition, alteration and/or modification in or about the said unit save after obtaining necessary permission in accordance with the Building Regulations and save after complying with the Rules of the Maintenance Agency/ Association .
- ii. Claim any right of preemption or otherwise regarding any of the other Units or any portion of the Building and/or the premises.
- iii. Make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of Common Portions and/or
- iv. Make any claim of nature whatsoever against any person who has been granted any right by the Vendors in respect of the premises not effecting the rights hereby granted to the Purchaser nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
- v. Raise any objection relating to the title of land underneath the building and the quality of materials used for the construction of the said flat/project.

IN WITNESS WHEREOF the parties have executed and delivered this Deed of Conveyance on the Date, Month and Year mentioned herein above.

SIGNED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

~~—SIGNATURE OF THE LAND OWNER—~~

SIGNED, SEALED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

~~—SIGNATURE OF THE DEVELOPER—~~

SIGNED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

~~SIGNATURE OF THE PURCHASER(S)~~

Drafted & Prepared by me

ARUN KUMAR BHAUMIK
Advocate
Kolkata High Court
(Regn. No. - WB-905/1983)
Mobile No. - 9830038790

Note : Out of Total Stamp Duty payable, the amount of Rs. 500/- has been paid in one Non-Judicial Stamp Paper and the rest amount has also been paid on Line through Net Banking.

MEMO OF CONSIDERATION

RECEIVED by the **DEVELOPER/OWNER** from the within named **PURCHASERS** a sum of **Rs. (Rupees)** only including the amount of **GST / Taxes as Rs. (Rupees)** in favour of the **Developer / Land Owner** for Sale of the said Flat as per MEMO written hereunder as follows :-

MEMO

Sl. No.	Date	Cheque No.	Bank	Amount
Total :				

SIGNED, SEALED AND DELIVERED
BY THE PARTIES AT KOLKATA
IN THE PRESENCE OF:

1)

2)

Signature of the Vendor (Land Owner / Developer)