

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE      DAY OF APRIL TWO THOUSAND AND EIGHTEEN BETWEEN MR. TAWAKKAL KHAN (PAN No. AFTPK1836L)**, son of Mr. Abid Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700 017 and **MRS. KISMATULNESSA (PAN No. AFQPK4614K)**, wife of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700 017, hereinafter called and referred to as the **OWNERS** (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, representatives, administrators, executors, successors and assigns) of the **SECOND PART**. The Owners namely, **MR. TAWAKKAL KHAN** and **MRS. KISMATULNESSA** are duly represented by their Constituted Attorney namely, **M/S. T. K. DEVELOPERS (PAN No.AAMFT5362J)**, a Partnership firm having its registered office at the premises no. 76, Park Street, Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700 017 duly represented by its Partners namely, **MR. SABIL AHMED KHAN (PAN No. AFQPK4815J)**, son of Tawakkal Khan, by faith Islam, by occupation Business, resident of premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700 017 and residing at 50, Lower Range, Police Station Karaya, Post Office Ballygune, Kolkata 700 019 and **MR. SHAMIM AHMED KHAN (PAN No. AGCPK8439M)**, son of Tawakkal Khan, by faith Islam, by occupation Business, resident of premises no. 2A, Lower Range, Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700 017 by a Power-of-Attorney dated 12<sup>th</sup> April, 2018 duly registered with the Office of the Additional District Sub-Registrar at Sealdah and recorded in Book no. I, Volume no. 1608-2018, Pages 48467 to 48496, Being no.16061522 for the year 2018.

**AND**

**M/S. T. K. DEVELOPERS (PAN No.AAMFT5362J)**, a Partnership firm having its registered office at the premises no. 76, Park Street, Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700 017 duly represented by its Partners namely, **MR. SABIL AHMED KHAN (PAN No. AFQPK4815J)**, son of Tawakkal Khan, by faith Islam, by occupation Business, resident of premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700 017 and residing at 50, Lower Range, Police Station Karaya, Post Office Ballygune, Kolkata 700 019, **MR. ANIS AHMED KHAN (PAN No. AGCPK8438L)**, son of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700 017 and **MR. SHAMIM AHMED KHAN (PAN No. AGCPK8439M)**, son of Tawakkal Khan, by faith Islam, by occupation Business, resident of premises no. 2A, Lower Range, Police Station Beniapukur, Post Office Circus Avenue,

Kolkata 700 017, hereinafter jointly and collectively called and referred to as the "**DEVELOPER/CONFIRMING PARTY**" (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, representatives, executors, administrators, successors and assigns) of the **SECOND PART**.

**AND**

..... (**PAN No.** .....), son/wife/daughter of ....., by faith ....., by occupation Service/Business/Housewife, residing at ....., Post Office ....., Police Station ....., Kolkata ..... and ..... (**PAN No.** .....), son/wife/daughter of ....., by faith ....., by occupation Service/Business/Housewife, residing at ....., Post Office ....., Police Station ....., Kolkata ....., hereinafter called and referred to as the '**PURCHASER/S**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART**.

**WHEREAS::**

Md. Islam and Md. Ghufran were the joint owners and seized of a piece and parcel of land admeasuring 4 Bighas, 19 Cottahs, 10 Chittacks and 22 Square Feet together with structure/s standing and/or lying erected thereupon and/or a part whereof comprised at and under premises nos. 70 & 70/1, Chingrighata Road, Mouja Tangra, Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, the then Calcutta Municipal Corporation and now Kolkata Municipal Corporation Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

The said Chingrighata Road was subsequently renamed as Debendra Chandra Dey Road.

The said Md. Ghufran died intestate on 28<sup>th</sup> February, 1969 leaving behind him his widow, one son and four daughters namely, Khalikunnessa, Anwar Ahmed, Merajunnessa, Alimunnessa, Nafisa Begum and Begam Banu as his legal heir, heiresses and representatives and thus Khalikunnessa, Anwar Ahmed, Merajunnessa, Alimunnessa, Nafisa Begum and Begam Banu

became the joint owners of the said land admeasuring 4 Bighas, 19 Cottahs, 10 Chittacks and 22 Square Feet comprised at and under the said premises no. 70 & 70/1, Debendra Chandra Dey Road, Mouja Tangra, Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, the then Calcutta Municipal Corporation and now Kolkata Municipal Corporation Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally together with structure/s standing and/or lying erected thereupon along with other co-owners.

A Partition Deed was executed by and between Md. Islam and Khalikunnessa, Anwar Ahmed, Merajunnessa, Alimunnessa, Nafisa Begum, Begam Banu and the same was duly registered with the office of Sub-Registrar Sealdah and recorded in Book no. I, Volume no. 30, Pages 171 to 185, Being no. 1297 for the year 1970 and thus Anwar Ahmed, Merajunnessa, Alimunnessa, Nafisa Begum and Begam Banu became the joint owners of the said land admeasuring 2 Bighas, 9 Cottahs, 13 Chittacks and 11 Square Feet being the part and parcel of the said premises no. 70 & 70/1, Debendra Chandra Dey Road, Mouja Tangra, Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, the then Calcutta Municipal Corporation and now Kolkata Municipal Corporation Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally together with structure/s standing and/or lying erected thereupon free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

A Partition Deed thereof dated 1<sup>st</sup> April, 1977 was executed by and between Khalikunnessa and Anwar Ahmed and Merajunnessa and Alimunnessa and Nafisa Begum and Begam Banu and the same was duly registered with the office of Sub-Registrar Sealdah and recorded in Book no. I, Volume no. 12, Pages 212 to 235, Being no. 273 for the year 1977 and thus Anwar Ahmed became the sole and absolute owner of a part of the said land admeasuring 14 Cottahs, 8 Chittacks and 23 Square Feet together with structure standing thereon 14 Cottahs and 8 Chittacks together with structure/s standing and/or lying erected thereupon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

By a Sale Deed dated 30<sup>th</sup> April, 1978 the said Anwar Ahmed sold, transferred and conveyed a part of the said land admeasuring 7 Cottahs, 4 Chittacks and 23 Square Feet together with structure standing thereon unto and in favour of Tawakkal Khan and the same was duly registered with the office of Sub-Registrar Sealdah and recorded in Book no. I, Volume no. 15, Pages 184 to 197, Being no. 370 for the year 1978 and thus Tawakkal Khan became the sole and absolute owner of the said land together with structure/s standing and/or lying erected thereon free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

By a Sale Deed dated 24<sup>th</sup> April, 1978 the said Anwar Ahmed sold, transferred and conveyed the remaining part of the said land admeasuring 7 Cottahs and 4 Chittacks together with structure standing thereon unto and in favour of Kismatulnnessa and the same was duly registered with the office of Sub-Registrar Sealdah and recorded in Book no. I, Volume no. 15, Page 251, Being no. 418 for the year 1978 and thus Kismatulnnessa became the sole and absolute owner of the said land together with structure standing thereon free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever..

**A. THE FOLLOWING TERMS AND EXPRESSIONS SHALL, IN THESE PRESENTS, HAVE THE RESPECTIVE MEANINGS ASSIGNED TO THEM HEREIN-BELOW UNLESS THE SAME BE CONTRARY OR REPUGNANT TO THE SUBJECT OR CONTEXT HEREUNDER:**

1. **PREMISES OR PROPERTY**-Shall mean and include **ALL THAT** piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation more fully and particularly mentioned, described, explained, enumerated and enshrined at and under the **FIRST SCHEDULE** hereunder written and/or given.
2. **DEVELOPER**-Shall mean and include the said **M/S. T. K. DEVELOPERS (PAN NO. AAMFT5362J)**, a Partnership firm having its registered office at the premises no. 76, Park

Street, Police Station Beniapur, Post Office Circus Avenue, Kolkata 700 017 duly represented by its Partners namely, **MR. SABIL AHMED KHAN (PAN NO. AFQPK4815J)**, son of Tawakkal Khan, by faith Islam, by occupation Business, resident of premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapur, Post Office Circus Avenue, Kolkata 700 017 and residing at 50, Lower Range, Police Station Karaya, Post Office Ballygune, Kolkata 700 019, **MR. ANIS AHMED KHAN (PAN NO. AGCPK8438L)**, son of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapur, Post Office Circus Avenue, Kolkata 700 017 and **MR. SHAMIM AHMED KHAN (PAN NO. AGCPK8439M)**, son of Tawakkal Khan, by faith Islam, by occupation Business, resident of premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapur, Post Office Circus Avenue, Kolkata 700 017 and residing at premises no. 2/A, Lower Range, Police Station Karaya, Post Office Circus Avenue, Kolkata 700 017 and its representatives, executors, administrators, successors or successors-in-office and/or assigns or nominee or nominees who is as well the Developer herein for the time being in force and who is reserving all its rights to appoint any other company/individual/person as the Developer thereof for the said reason and purpose of all types of development at and under the subject Project.

3. **CONFIRMING PARTY**-Shall mean and include the said **MR. TAWAKKAL KHAN (PAN NO. AFTPK1836L)**, son of Mr. Abid Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapur, Post Office Circus Avenue, Kolkata 700 017 and **MRS. KISMATULNESSA (PAN NO. AFQPK4614K)**, wife of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapur, Post Office Circus Avenue, Kolkata 700 017, who are the joint owners of the subject premises and/or property and their heirs, representatives, administrators, executors, successors and assigns.
4. **PURCHASERS**-Shall mean and include the said **MR. ALMAS KHAN (PAN No. CBSPK6540C)**, son of Mr. Sabil Ahmed Khan, by faith Islam, by occupation Business, residing at premises no. 50, Lower Range, Kolkata 700 019, Police Station Karaya, Post Office Ballygune, and **MRS. NUSRAT PARVEEN (PAN No. AFNPP4826K)**, wife of Mr. Sabil Ahmed Khan, by faith Islam, by occupation Housewife, residing at premises no. 50, Lower Range, Kolkata 700 019, Police Station Karaya, Post Office Ballygune, and their heirs, representatives, administrators, executors, successors and assigns or nominee or nominees.

5. **AREA OF THE SAID UNIT/S/FLAT/S/GARAGE/S AND SPACE/S**-Shall mean and include the total covered area of the said Unit/s/Flat/s/Garage/s and Space/s etc. plus the proportionate area of the passages, ways and the common amenities, facilities and others as defined in Article 1 point 5 hereunder and deemed to be the area of the said Unit/s/Flat/s/Garage/s and Space/s etc. The certificate of the Architect/Developer and/or the nominated Developer, if any, in this regard shall be final.
  
6. **COMMON PARTS & AREAS**-Shall mean and include Administrative Office, if any, Security and Security Room, if any, Service Areas and other Common Areas whatsoever including those mentioned in the **FOURTH SCHEDULE** hereunder written and/or given meant for the maintenance of essential services at the said Housing-cum-Commercial Complex and for the better use and enjoyment of the several Unit/s/Flat/s/Garage/s and Space/s to be built, developed, erected, promoted and constructed in the said complex but shall not the portion or areas not transferred or intended to be transferred herein and kept exclusively at the disposal of the **T. K. DEVELOPERS** .
  
7. **FLAT/S, UNIT/S, GARAGE/S AND SPACE/S**-Shall mean and include the several Unit/s/Flat/s/Garage/s and Space/s in the said proposed project to be built, developed, erected, promoted and constructed by the **T. K. DEVELOPERS** on behalf of the Purchaser/s for the consideration mentioned hereunder as per the specification as under.
  
8. **DEMISED FLAT/S/UNIT/S/GARAGE/S AND SPACE/S**-Shall mean and include the Unit/s/Flat/s/Garage/s and Space/s in finished condition with car parking space/s with the same as agreed to be acquired by the Purchaser/s herein and more fully described and explained in Part-I of the **SECOND SCHEDULE** hereunder written and/or given.
  
9. **MEASUREMENT OF THE UNIT/S/FLAT/S/GARAGE/S AND SPACE/S**-Shall mean and include the saleable built-up area of the said Unit/s/Flat/s/Garage/s and Space/s etc. and the area as recited above and/or hereunder.
  
10. **PROPERTIES APPURTENANT THERETO**-Shall mean and include the proportionate undivided share in the said property and in the common parts and areas.
  
11. **PROJECT**-Shall mean and include the project of the building, development, erection, promotion and construction of several Unit/s/Flat/s/Garage/s and Space/s etc. in the

said proposed project with provision for use and enjoyment of the common parts or areas by the occupier/s of the same. The name of the Project is **“ROYD PLAZA”**.

12. **COMMON PURPOSES OR EXPENSES**-Shall mean and include the purpose of maintaining the project property and in particular the essential services and the common parts thereof as also include the meaning of the common costs and expenses for the same and further include all matter relating to mutual rights and obligations of the Purchaser/s of several Unit/s/Flat/s/Garage/s and Space/s of the said project as described and explained under the **FIFTH SCHEDULE** hereunder written and/or given where any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser/s then the portion of the amount payable by the Purchaser/s of their allotted and/or owned property in the said project.
13. **SPECIFICATIONS**-Shall mean and include the necessary constructions to be made and fittings and fixtures to be fitted in the Flat/s, Unit/s, Garage/s, Office/s and Space/s etc. to be provided by the **T. K. DEVELOPERS** as per the **THIRD SCHEDULE** hereunder written and/or given.
14. **ARCHITECT**-Shall mean any firm, company and/or individual as may be appointed by the **DEVELOPER** herein.
15. **ADVOCATE**-Shall mean **“B. K. SINGH & ASSOCIATES”**, Advocates, 10, Old Post Office Street, Room no. 45B, 1<sup>st</sup> Floor, Kolkata 700 001”.

A. The Owners herein accordingly became the joint owners and are seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation and enjoying the same free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

B. The Owners herein being the joint owners and entitled with the right, title and interest of the same intended to develop the same and to make construction, erection, promotion, development and building a **RESIDENTIAL HOUSE/BUILDING** hereinafter called and referred to as the subject project inclusive of Unit/s/Flat/s/Garage/s and Space/s etc. with all the modern facilities, amenities and benefits thereto.

C. The Owners herein for the said intent and purposes have entered into a Development Agreement dated 25<sup>th</sup> July, 2013 with the Developer herein and pursuant to and in terms of the same have also executed Power-of-Attorney dated 6<sup>th</sup> September, 2013 duly registered with the Office of the Additional District Sub-Registrar at Sealdah and recorded in Book no. IV, Being no. 604 for year 2013 unto and in favour of the Developer herein and thereafter again entered into a registered Development Agreement dated 12<sup>th</sup> April, 2018 duly registered with the Office of the Additional District Sub-Registrar at Sealdah and recorded in Book no. I, Volume no. 1606-2018, Pages 48419 to 48466, Being no. 160601520 for the year 2018 and pursuant to the same have executed another Power-of-Attorney dated 12<sup>th</sup> April, 2018 duly registered with the Office of the Additional District Sub-Registrar at Sealdah and recorded in Book no. I, Volume no. 1608-2018, Pages 48467 to 48496, Being no. 16061522 for the year 2018 for development and others unto and in favour of the Developer and the said Development Agreements and Power-of-Attorneys are self-explanatory in themselves.

D. In pursuance of such intention and proceeding the said T. K. Developers, the Developer herein has started the development work of the said property and also inviting intending Purchaser/s for having transfer, conveyance, alienation, grant, demise and devise of the intended Unit/s/Flat/s/Garage/s and Space/s etc. to be constructed on the subject land property on the terms and conditions as formulated by the said Amit Kumar Sharma, the N. K. Construction for such purpose.

E. In pursuance thereof the Purchaser/s herein approached the said T. K. Developers, the Developer herein as well as Owners herein for transfer, seizing and possessing the intended Unit/s/Flat/s/Garage/s and Space/s etc. to be constructed on the subject land property as mentioned in detail hereunder whereupon these presents is being made on the terms and conditions as contained herein. The Developer herein may be termed as "T. K. Developers" for the sake of brevity.

F. Pursuant to the same the said T. K. Developers, the Developer herein as aforesaid accepted the proposal of the Purchaser/s herein and agreed to sell the said **ALL THAT** piece and parcel of the Unit/Flat no. .... on the ..... Floor, Block- ....., measuring about an area a little more or

less ..... Square Feet saleable area consisting of ..... (.....) Bed Room/s, ..... (.....) Dining-cum-Drawing, ..... (.....) Kitchen Room, ..... (.....) Bath-cum-Privy/Privies and ..... (One) Balcony as under on the Ground plus Four storied Building namely, "Royd Plaza" lying erected and comprised at and under the part and parcel of the said **ALL THAT** piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation, for a total price of Rs...../- (Rupees .....) only more fully and particularly described in the **SECOND SCHEDULE** hereunder written and/or given taking the Owners herein as the Confirming Party thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever and all the Parties herein being agreed thereof have executed an agreement for sale thereof dated ..... recording the terms, conditions, enumerations, provisions, considerations and others thereof for which and others, the said agreement for sale is self-explanatory in itself and all the Parties herein after completion of the construction of the subject Unit/Flat herein in finalization of the agreement and others thereof are executing and registering these presents amongst themselves Developer herein.

**NOW THIS DEED OF CONVEYANCE WITNESETH THAT:**

In pursuance of the agreement and in consideration of the sum of Rs...../- (Rupees .....) only paid by the Purchaser/s herein to the Developer herein the receipt whereof the Developer herein doth hereby as also by the receipt and memorandum of consideration hereunder written and/or given admit and acknowledge and of the from the payment of the same and every part thereof the Owners and the Developer herein forever release discharge and acquit the Purchaser/s herein the said share and the properties and rights and appurtenants thereto and the Owners and the Developer herein doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser/s herein **ALL THAT** the undivided impartible proportionate share in the land contained under the **FIRST SCHEDULE** hereunder written and/or given together with the **SECOND SCHEDULE** hereunder written and/or given and to use the common areas more fully and particularly described under the **THIRD SCHEDULE** hereunder written and/or given in common with the co-owners and/or occupiers of the said

Building and together with the right and properties appurtenant thereto which are all thereafter as well as herein before collectively called "the said share and the properties and rights appurtenants thereto" and the reversion or reversions, remainder or remainders and the rents, issues and profits of the said share and the properties and rights appurtenant thereto and other rights hereby conveyed and all the estate, right, title, interest, property, claim and demand whatsoever of the Owners and the Developer herein into or upon the said share and the properties and rights appurtenant thereto and all other benefits rights and properties therein comprised and hereby granted sold, conveyed, transferred assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from and together further with all rights, liberties and appurtenances whatsoever to and unto the Purchaser/s herein free from all sorts of encumbrances, trusts, liens, lispendenses and attachments whatsoever and together further with and subject to the easements or quasi-easements other stipulations and provision in connection with the beneficial common use and enjoyment of the premises the land the Unit/s/Flat/s including the undivided impartible proportionate share by the Purchaser/s herein and the co-owners as mentioned under the **SECOND SCHEDULE** hereunder written and/or given **AND TO HAVE AND TO HOLD** the said share and the properties and rights and appurtenants thereto and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever subject to the Purchaser/s's paying and discharging all taxes impositions and other expenses relating to the premises proportionately and the said Unit/s/Flat/s and/or the said share and the properties and rights appurtenant thereto wholly details whereof are more fully mentioned under the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereunder written and/or given.

**II. THE DEVELOPER HEREIN AND THE OWNERS DOTH HEREBY CONVENANT WITH THE PURCHASER/S HEREIN AS FOLLOWS:**

- A. The interest which the Developer herein and the Owners do hereby profess to transfer, subsists and that Developer/Confirming Party herein and the Owners have the sole right full power and absolute authority to grant sell, convey, transfer, assign and assure unto the Purchaser/s herein the said share and the profits and rights appurtenant thereto together with the benefits, rights and properties hereby sold and conveyed.
- B. It shall be lawful for the Purchaser/s herein from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the said share and the properties and rights appurtenant thereto and all benefits rights and properties hereby conveyed and every part thereof and to receive rents, issues and profits thereof without any

interruption disturbance thereof without any interruption disturbance claim or demand whatsoever from or be the Developer herein or the Owners or any person or persons claiming through under or in trust for the Developer herein or the Developer herein unless otherwise expressly mentioned herein **AND** freed and declared from and against all manner of encumbrances, trusts, liens, lispendenses, demands, claims, hindrances, debts, dues, acquisitions, requisitions and attachments whatsoever save only those as are express contained herein.

- C. The Developer herein or the Owners shall from time to time and at all times hereafter upon every request and at the costs of the Purchaser/s herein make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said share and the properties and rights appurtenant thereto together with the benefits and properties hereby granted to the Purchaser/s herein and in the manner aforesaid.
- D. The Developer herein or the Owners and the Association upon its formation shall unless prevented by fire or some other irresistible from time to time and at all times hereafter upon reasonable request and the costs of the Purchaser/s herein produce or cause to be produced to the Purchaser/s herein or to their attorneys or agents or at any trial, commission, examination before any tribunal, board or authority for inspection or otherwise as occasion shall require the original title deeds of the premises (which are present in the possession of the Developer herein, the Developer herein or the Owners) and also shall at the like request and costs of the Purchaser/s herein deliver to the Purchaser/s herein such attested or other copies or extracts there-from as the Purchaser/s herein may require and shall in the meantime keep the same safe unobliterated and un-cancelled.
- E. The Owner/Vendor and the Developer herein undertake and confirm that the roof of the building shall not be used by the Owner/Vendor and the Developer herein or any co-owner and/or co-occupier in any manner whatsoever inter alia, gardening, commercial or otherwise, which shall render any type of damage and/or deterioration to the Flat/s/Unit/s/Space/s of the co-owner/s and co-occupier/s of the same in any manner whatsoever.

**III. THE PURCHASER/S HEREIN DOTH HEREBY COVENANT WITH THE DEVELOPER AND THE CONFIRMING PARTY HEREIN AS FOLLOWS:**

To observe fulfill and perform the covenant hereunder written and/or under the sale agreement save those thereof as have already been observed fulfilled and performed including those mentioned as under and shall regularly and punctually pay and discharge all taxes and impositions on the said Unit/s/Flat/s wholly and the common areas proportionately and all other outgoings in connection with the said Unit/s/Flat/s wholly and the building and particularly the common areas proportionately including the common expenses.

The Purchaser/s herein further agree/s and/or undertake/s to observe and fulfill the terms and conditions more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the **FIFTH SCHEDULE** hereunder written and/or given.

**IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- A. The said Unit/s/Flat/s in terms hereof shall be considered completed and tenantable and vacant possession thereof shall be delivered by the Developer herein and the Owners with the execution of these presents to the Purchaser/s herein.
- B. The Purchaser/s herein neither have nor shall claim from the Developer herein and/or the other co-owners any right title or interest in any other part or portion of the land and building **SAVE** the said share and the properties and rights appurtenant thereto and the said Unit/s/Flat/s and the undivided impartible proportionate share and the benefits rights and properties sold and conveyed.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation together with all right, title, interest and right of easement attached thereto, which is butted and bounded in the following manner:-

**ON THE NORTH** : Partly by Debendra Chandra Dey Road and partly by the premises no. 71, Debendra Chandra Dey Road;

**ON THE SOUTH** : By premises no. 70/C, Debendra Chandra Dey Road, Kolkata;

**ON THE WEST** : By premises no. 70, Debendra Chandra Dey Road, Kolkata;

**ON THE EAST** : Partly by KMC Road and partly by premises no. 71, Debendra Chandra Dey Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(DESCRIPTION OF THE SAID UNIT/S/FLAT/S/GARAGE/S AND SPACE/S)**

**ALL THAT** piece and parcel of the Unit/Flat no. .... on the ..... Floor, Block- ....., measuring about an area a little more or less ..... Square Feet saleable area consisting of ..... (.....) Bed Room/s, ..... (.....) Dining-cum-Drawing, ..... (.....) Kitchen Room, ..... (.....) Bath-cum-Privy/Privies and ..... (One) Balcony as under on the Ground plus Four storied Building namely, “Royd Plaza” lying erected and comprised at and under the part and parcel of the said **ALL THAT** piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation together with the proportionate share of land and further together with the proportionate undivided impartible share in the common parts, areas and also in the land of the said premises.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON PORTIONS)**

1. Entrance and exit.
2. Boundary walls, main gate, other gates, if any, of the said premises.
3. Drainage, rain water pipes, and sewerage lines/systems and other installations for the same (except those areas of any Flat and/or exclusively for its use).

4. Electrical wiring including meter and main switches and other fittings and fixtures (excluding those as are installed within the exclusively area of any Flat and/or exclusively for its use).
5. Stairs, staircases, lobbies, staircase landing from the Ground Floor upon the roof of the said building.
6. Entrance, entrance passage, lobbies, common space surrounding the Building walls including outer portion, foundation, columns, beams, supporters etc. underground reservoir, overhead water tank, septic tank.
7. Water supply system provided by NKDA as well as through borewell, including tap water, drainage and sewerage system.
8. Lift of standard quality.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**“COMMON EXPENSES”**

1. The proportionate expenses of maintaining, redecorating, cleaning, operating, repairing, white washing, paintings, reconstruction, rebuilding, lighting etc. of the main structures and in particular the fresh and rain water pipes, drains and sewerages, underground and underground tank and reservoir electric wires its fittings and fixtures, D. G. Set, electrical bulbs, lights and its switch boards as a whole, water pumps meter and other appliances, ducts and vents and passages in or under or upon the Project and its land and as enjoyed and used by the Purchaser/s in common with other occupier/s of the Unit/s/Flat/s/Garage/s and Space/s and all its exterior walls, doors windows, grills and glasses and the boundary walls of the building compounds and all its land and the terrace.
2. The proportionate costs and cleaning and lighting the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s as enjoyed and used by the Purchaser/s, in common as aforesaid and keeping the same in good and habitable conditions.
3. The proportionate costs of the payments made to the clerks, durwans, sweepers, mistries, caretakers, watchman, wards, electricians and other contractors if any appointed by the **T. K. DEVELOPERS** and/or the Maintenance Company and Association when formed thereof by the **T. K. DEVELOPERS**.

4. The proportionate costs of works and maintenance, replacement and/or repair of the common lightings, fittings and fixtures etc., and all other service charges of the services rendered and of the other equipments and amenities used in common and for the common purpose.
5. The proportionate costs of the Municipal Taxes and all other taxes and other outgoing levied on the said Unit/s/Flat/s/Garage/s and Space/s or on the whole land of the said premises.
6. The proportionate costs of the litigations and/or expenses incurred for the said premises and land and on the said buildings for the common purposes.
7. The proportionate costs/charges of and expenses for maintaining and operating the Generator and any other such machineries, all supplementary equipments and any other amenities, if and when installed.
8. Maintenance charges and operating charges for lift.
9. Salary etc. of staff of Association.
10. Such other expenses as are deemed by the Owner and/or Maintenance Company or Association whichever the case may be necessary or incidental for the maintenance, managements, supervision and upkeep of the said building and the said premises.
11. Sinking Fund as under.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

The guidance respectively on possession and/or user of the said Unit/Flat/Car Parking Space etc. hereunder demised inter alia shall include the imposition and restriction as hereunder:

1. Not to carry on or permitted to be carried on upon the said Unit/Flat/Car Parking Space etc. any offensive or unlawful activities illegal or forbidden under any act for the time being in force.
2. Not to demolish or cause to be demolish or damage the said Unit/Flat/Car Parking Space etc. or any part thereof.

3. Not to do or permitted to be do any act deed or things which may render void or voidable insurance of any Unit/Flat/Car Parking Space etc. or any part therefore cause any increase in premium payable in respect thereof.
4. Not to claim deviation or partition of the said land and/or the building thereon and Common areas within the same.
5. Not to throw or accumulate any dirt/rubbish/water or other refuse or permit the same to be thrown or accumulated in the said Unit or any portion of the said building.
6. Not to decorate the exterior of the said Unit/Flat/Car Parking Space etc., which may, affect the other Unit/Flat/Car Parking Space etc. and/or other spaces within the said building or the structure thereof in any manner whatsoever.
7. No to avoid the liability or responsibility of repairing any portion or any component part of the Unit/Flat/Car Parking Space etc. here above sold and transferred of fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part or fixtures and fittings within the Unit/Flat/Car Parking Space etc. demanding repairs thereby causing in convenience and injuries to other Unit/Flat/Car Parking Space etc. Owners as may be affected in consequences.
8. Not to paint outer walls or portion of other Unit/Flat/Car Parking Space etc. or common walls or portions of the building, exclusive the walls and portions of the Purchasers' Unit/Flat/Car Parking Space etc. only in any colour of his own choice.

**THE SIXTH SCHEDULE ABOVE REFERRED TO::**

**(EASEMENTS)**

The co-owners shall allow to each other, the original Owners, the Builder/Developer and the Association, upon its formation the following rights, easements quasi-easements privileges, and/or appurtenances.

- i) The right of all common passages user and movement in all the common areas.
- ii) The right of passages of utilities, including, connection for telephones, television, pipes, cables etc. through each and every part of the building, including the said Unit/s/Flat/s.

- iii) Right of support, shelter and protection of each portion of the building by other and or others thereof.
- iv) The absolute unfettered and unencumbered right over the common areas **SUBJECT TO** the terms and conditions herein contained.
- v) Such rights, supports, easements and appurtenants as are usually held used, occupied or enjoyed as part or parcel of the said share and the properties and rights appurtenant thereto and/or the said Unit/s/Flat/s.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and year first above written.

**SIGNED AND DELIVERED**

by the **OWNERS** at Kolkata

in the presence of:

**WITNESSES:**

1.

2.

**SIGNED AND DELIVERED**

by the **DEVELOPER** at Kolkata

in the presence of::

**WITNESSES::**

1.

2.

**SIGNED AND DELIVERED**

by the **CONFIRMING PARTY** at Kolkata

in the presence of::

**WITNESSES::**

1.

2.

**SIGNED AND DELIVERED**

by the **PURCHASER/S** at Kolkata

in the presence of::

**WITNESSES::**

1.

2.

**RECEIPT**

**RECEIVED** of and from the within named Purchaser/s within mentioned sum towards the consideration for sale of the said share and the properties and rights appurtenant thereto in the land and other rights and the said Unit/s/Flat/s more fully and particularly enumerated under the **SECOND SCHEDULE** hereunder written and/or given being the sum of Rs. ....../- (Rupees ..... ) only.

**MEMORANDUM OF CONSIDERATION**

<u>DATE</u>	<u>CHEQUE NO.</u>	<u>DRAWN ON</u>	<u>AMOUNT (RS).</u>
		-	
			Total Rs. ....../-

**Rs. ....../-(Rupees ..... ) only**

**WITNESSES:**

1.

**DEVELOPER/CONFIRMING PARTY**

2.