

## DEED OF CONVEYANCE

**THIS DEED** is made this            day of            Two Thousand and Nineteen **BETWEEN**  
**(1) SRI JAY KUMAR SUREKA** (PAN- ALBPS1412Q) son of Late Subh Karan Sureka,  
**(2) SRI ADITYA SUREKA** (PAN- AJAPS4944E), son of Mr. Jay Kumar Sureka,  
**(3) SMT MANJU SUREKA** (PAN- ALBPS0769C), wife of Mr. Jay Kumar Sureka,  
**(4) SMT. SHIVANI SUREKA** (PAN- AJJPS2476A), wife of Mr. Aditya Sureka,  
**(5) MS. SHREYAM SUREKA** (PAN- CPEPS2485A), daughter of Mr. Aditya Sureka,  
**(6) SUBH KARAN JAY KUMAR(HUF)** (PAN- AAQHS0412J), represented by its Karta, Mr. Jay Kumar Sureka, **7) ADITYA SUREKA (HUF)** (PAN- AACHA3430J), represented by its Karta, Mr. Aditya Sureka, all of 8, Raja Santosh Road, P. S. Chetla, P.O. Alipore, Kolkata-700026, and **(8) NAISTOCO INDIA PVT. LTD.** (PAN- AAACN8974F), a company incorporated under the provisions of the Companies Act having its registered office at Baghi Village Road, P.O. & P.S.- Bishnupur, South 24 Parganas, West Bengal, Pin Code - 743 503, represented by its Director, Mr. Aditya Sureka, all hereinafter collectively referred to as the **LANDOWNERS / VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs executors administrators legal representatives and/or assigns and in case of HUF its coparceners/members for the time being and their respective heirs executors administrators legal representatives and/or assigns and in case of company its successor in interest and/or assigns) of the **FIRST PART**

**AND**

**M/s RABINDRA INFRASTRUCTURE DEVELOPMENT PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act having its registered office at Room No. 6, 7<sup>th</sup> Floor, 2A, Ganesh Chandra Avenue, Kolkata- 700 013 having IT PAN-AADCR5458D represented by its Director, Mr. Rabindra Nath Tandon, (**PAN: ABSPT0796M**), son of Late Vishwa Nath Tandon, residing at 89, Dr. Meghnad Saha Sarani, Kolkata 700029, Post Office- Sarat Bose Road and Police Station- Tollygunge, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **SECOND PART**

**AND**

**MR.** \_\_\_\_\_, S/o, \_\_\_\_\_, by occupation- \_\_\_\_\_, having IT PAN- \_\_\_\_\_, Aadhar No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, residing at \_\_\_\_\_, Kolkata, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, West Bengal - \_\_\_\_\_, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office) of the **THIRD PART**

**WHEREAS:-**

- A.** In pursuance of the sale notice published by the Official Liquidator, High Court, Calcutta in the newspapers inviting intending bidders for purchase of the assets and properties of K. L. Thirani & Co. Limited (in liquidation), hereinafter referred to as the **COMPANY (IN LIQUIDATION)**, by an order dated 3<sup>rd</sup> December 1999 passed in C. P. No. 88 of 1991 by Hon'ble High Court at Calcutta under the terms mentioned therein, the offer made by one Shreyashi Tradecom Private Limited (hereinafter referred to as the **SUCCESSFUL BIDDER**) was found to be the highest offer and as a result thereof, the Hon'ble High Court was pleased to confirm the sale of entire assets and properties of the Company (in liquidation) in favour of the Successful Bidder for a total sum of Rs.70,00,000/- by an order dated 31<sup>st</sup> March, 2000 subject to the certain directions recorded therein.
- B.** The Successful Bidder paid the entire consideration of Rs. 70,00,000/- (Rupees Seventy Lacs Only) to the Official Liquidator High Court, Calcutta and the Official Liquidator, High Court, Calcutta handed over the assets and properties of the Company (in liquidation) on 'as is where is basis' to the Successful Bidder.
- C.** In an application being C. A. No. 618 of 2000 connected with C.P. No. 88 of 1991 filed by the Successful Bidder, the Hon' ble High Court, Calcutta by an order dated 6<sup>th</sup> August, 2001 and subsequently by another order dated 14<sup>th</sup> August, 2001 was

pleased to direct the Registrar of Assurances, Calcutta, to register the conveyance without production of any Certificate under Section 230A and 269 UC of the Income Tax Act, 1961, and/or from the Competent Authority under Land (Ceiling and Regulation) Act, 1976 as the sale was a Court Sale and as a going concern in terms of the aforesaid order dated 31<sup>st</sup> March, 2000.

- D.** In a further application being C.A. No. 692 of 2001 connected with C.P. No. 88 of 1991 filed by the Successful Bidder, the Hon' ble High Court, Calcutta by an order dated 27-07-2002 was pleased to direct the Official Liquidator, High Court, Calcutta to handover balance immovable properties of the Company (in liquidation) to the Successful Bidder on 'as is where is basis' and to execute the conveyance in favour of the Successful Bidder.
- E.** Pursuant to the aforesaid order dated 23<sup>rd</sup> July, 2002 of the Hon'ble High Court, Calcutta passed in C.A. No. 692 of 2001 connected with C.P. No. 88 of 1991, by an Indenture dated 18<sup>th</sup> September, 2002 made between the Official Liquidator, High Court, Calcutta, therein referred to as the vendor of the one part and Shreyashi Tradecom Private Limited, therein referred to as the Purchaser of the other part and duly registered with the Registrar of Assurances, Kolkata in Book No. I, Volume No. 2 pages 59 to 74 being No. 48 for the year 2002, the Official Liquidator, High Court, Calcutta as vendor and for the said consideration mentioned above as also mentioned therein sold conveyed and transferred immovable properties of the Company (in liquidation) to the Successful Bidder absolutely and forever.
- F.** The Successful Bidder also paid various amounts to clear outstanding dues of the Company (in liquidation) and invested further sum to restart the factory of the Company in liquidation.
- G.** For the purpose to generate funds to re-start and run the factory, the Successful Bidder prepared plans for plotting of certain surplus land of the Company in liquidation with the object to carry out certain constructions upon due approval of the concerned municipality and applied for approval of site plans before the Baranagar Municipality under section 203 of the West Bengal Municipal Act 1993.
- H.** Upon the inaction of the Baranagar Municipality to grant the approval of the site plans/plotting plans submitted by the Successful Bidder and seeking the no-objection of the Revenue Officer of the Land Reforms Department of the Government of West Bengal for such grant, the Successful Bidder filed a writ petition being W. P. No. 196 of 2005 (Shreyashi Tradecom Pvt. Ltd. & Anr. - vs - The Chairman, Baranagar Municipality & Ors.) before the Hon' ble High Court at Calcutta which was disposed of by the order/judgment dated 22<sup>nd</sup> December 2005 inter alia holding that in as much as the quantum of land held by the Successful Bidder was within the ceiling limit prescribed under the West Bengal Land Reforms Act, 1955 and the relevant provisions of the West Bengal Municipal Act 1993 in particular section 203

thereof does not contemplate filing of any 'no objection' from the Land Reforms Department of the Government of West Bengal, the plans submitted by the Successful Bidder could not be withheld by the Baranagar Municipality; and directing the said municipality to dispose of the application of the Successful Bidder for sanction within the time stipulated therein without taking into account the objections raised by the state respondents.

- I. The appeal being A.P.O.T. No. 511 of 2007 filed by the land reforms department against the said order/judgment dated 22<sup>nd</sup> December 2005 in W. P. No. 196 of 2005 before the Division Bench of the Hon'ble High Court at Calcutta was dismissed by an order dated 25<sup>th</sup> March 2008 and the petition for Special Leave to Appeal (Civil) No. 20161/2008 filed by land reforms department before the Supreme Court of India against such dismissal was also dismissed by an order dated 11<sup>th</sup> February 2010 consequent to which, the said order/judgment dated 22<sup>nd</sup> December 2005 has attained finality.
- J. The aggregate land held by the Company in liquidation was well within the ceiling limit prescribed under section 6(1)(b) and 6(1)(c) of the West Bengal Estate Acquisition Act 1953 and also section 14Z of the West Bengal Land Reforms Act 1955.
- K. The provisions of the West Bengal Estate Acquisition Act, 1953 are not affecting / applicable to the land held by the Company in liquidation in terms of second proviso of the said Act of 1953 as the possession thereof was already taken by the State Government before the date of vesting mentioned in the notification issued under section 4 of the said Act of 1953 i.e. April 15 1955 in furtherance of the acquisition proceeding initiated by the State Government under the provisions of the Land Acquisition Act, 1894 and subsequent sale and transfer thereof in favour of the Company in liquidation by a registered Deed of Indenture dated 21<sup>st</sup> May, 1959 registered with the Sub-Registrar Cossipore, Dum Dum in Book No. I, Volume No. 102, Pages 19 to 24, Being No. 6451 for the year 1959.
- L. In the light of the said order/judgment dated 22<sup>nd</sup> December 2005, the said Successful Bidder made plotting of the some surplus land outside the factory precincts for the purpose to deal with/dispose of the same and a piece of land admeasuring 15 cottahs 12 chittacks and 13 square feet be the same a little more or less which was already lying in possession of Jay Kumar Sureka & Others, was intended to be sold and transferred in favour of the occupants thereof.
- M. By a Deed of Conveyance dated 14.12.2009, made between the said Shreyashi Tradecom Private Limited, therein referred to as the vendor of the one part and the said Jay Kumar Sureka & Others (Landowners herein), therein referred to as the PURCHASER of the other part and duly registered with the office of the Registrar of Assurances, Kolkata in Book No. I, CD Volume No. 28 pages 2035 to 2061, being No. 13789 for the year 2009, Shreyashi Tradecom Private Limited for the consideration

mentioned therein sold, conveyed and transferred **ALL THAT** piece or parcel of land ad-measuring 15 cottahs 12 chittacks and 13 square feet be the same a little more or less together with structures standing thereon appertaining to and forming part of R.S. Dag No. 510, comprised in Khatian No. 1362, situated in Mouza: Bonhooghly, Police Station- Baranagar, forming part of Municipal Holding No. 482, Ward No. 32 of within Baranagar Municipality, forming part of Municipal Premises No. 127, B. T. Road, Kolkata - 700 025 in the District of North 24 Parganas (hereinafter referred to as the said **PROPERTY**) in favour of the purchaser therein absolutely and forever.

- N. The said Property does not contain excess vacant land within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.
- O. The said Property has been mutated and assessed in the names of the Landowners herein under the Municipal Premises No. 127/1, B. T. Road, Kolkata- 700108 morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- P. By an Agreement dated 16.12.2009 entered into by and between the Landowners herein therein referred to as the Owners of the One Part and the Developer herein therein also referred to as the Developer of the Other Part, the Landowners permitted and granted exclusive right to the Developer to build construct erect and complete one or more buildings at the said Property for mutual benefit and for the consideration and on the terms and conditions therein contained.
- Q. The Developer has caused to be sanctioned, the plans for construction of the Building at the said Property by the Baranagar Municipality Vide Sanction No. No. 504/14, dated 21.02.2014.
- R. By and under a Agreement for Sale dated \_\_\_\_\_, entered into by and between the Landowners herein therein referred to as the Owners of the First Part and the Developer herein therein also referred to as the Developer of the Second Part, the purchaser herein of the Third Part, the Landowners had agreed to sell convey and transfer and the purchaser herein had agreed to purchase and acquire **ALL THAT** the Residential Flat being **Unit No.** \_\_\_\_ containing a super built-up area of \_\_\_\_\_ **Square feet** more or less (out of the Landowner's / Developer's allocation) on the \_\_\_\_\_ **floor** in **Block-** \_\_\_\_ **TOGETHER WITH** proportionate share in the land underneath the building comprised in the Premises No. 127/1, B. T. Road, Mouza- Bonhooghly, Dag No. 510, Khatian No. 1362, Zone 3, Ward No. 14, of Baranagar Municipality, P.S. Baranagar, P.O. ISI , Kolkata - 700 108 (hereinafter referred to as the said **UNIT** and morefully described in the **SECOND SCHEDULE** hereunder at and for a consideration of **Rs.** \_\_\_\_\_/ - (**Rupees** \_\_\_\_\_ **Only**).

- S. In terms of the understanding between the Landowners and the Developer, the said Unit had been allotted to the Developers towards the Landowners' Allocation in terms of the said Agreement dated 16.12.2009.
- T. The purchaser have been fully satisfied about the title of the Developer in respect of the said Premises, the sanctioned plan, the Common Area and Installations and also the quality of construction of the building at the said Premises, the specification and the measurement of the said Unit and has agreed not to raise any objection in regard thereto in future.
- U. The purchaser have requested the Landowners and the Developer to complete the transfer of the said Unit by executing these presents in favour of the purchaser and on the terms and conditions hereinafter appearing and the Landowners and the Developer have agreed to transfer the said Unit by this Indenture.
- V. The purchaser is fully satisfied with regard to the materials and/or specification used in the said flat.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of the sum of Rs. \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) paid on or before execution of these presents to the Landowner/Developer (the receipt whereof doth hereby admit and acknowledge and of and from the same and every part thereof acquit release and discharge the purchaser as also the said Unit intended to be transferred and/or assigned) the Landowners and the Developer do hereby sell transfer grant convey assign and assure unto and in favour of the purchaser **ALL THAT** the Residential Flat being **Unit No.** \_\_\_\_ containing a super built-up area of \_\_\_\_\_ **Square feet** more or less (out of the Landowners'/Developers' allocation) on the \_\_\_\_\_ **floor** in **Block - \_\_\_\_ TOGETHER WITH** proportionate share in the land underneath the building comprised in Premises no. 127/1, B.T. Road, Mouza- Bonhooghly, Dag No. 510, Khatian No. 1362, Zone 3, Ward No. 14, of Baranagar Municipality, P.S. Baranagar, Kolkata- 700 108 (hereinafter referred to as the said **UNIT** and morefully described in the **SECOND SCHEDULE** hereunder written) free from all encumbrances whatsoever **TOGETHER WITH** the right to use in common all the Common Areas and Installations more fully described in the **THIRD SCHEDULE** hereunder written with other co-owners/occupiers of the said Property **SUBJECT TO** regular and punctual payment of the maintenance and service charges and other costs and expenses as mentioned in the **FOURTH SCHEDULE** hereunder written **AND SUBJECT TO** all easements and/or quasi-easements for the beneficial use and enjoyment of the said Unit as mentioned in the **FIFTH SCHEDULE** hereunder written **AND SUBJECT TO** the purchaser observing and performing the covenants as contained in the **SIXTH SCHEDULE** hereunder written and on the part of the purchaser to be observed and performed **AND SUBJECT TO** the purchaser regularly and punctually paying all rates taxes and outgoings whatsoever on account and in respect of the said Unit.

**AND THE LANDOWNERS AND DEVELOPER** do hereby declare and covenant with the **PURCHASER** as follows:-

- a) The said Unit is free from all encumbrances and charges mortgages and the Landowners have good right and authority to sell grant convey transfer assign and assure the same in favour of the purchaser.
- b) The purchaser shall be entitled to hold enjoy possess and transfer the said Unit and receive the rents issues and profits there from without any interruption disturbances claims or demands by or on behalf of the Landowners and the Developer and/or any other person or persons claiming through or under the trust for them but subject to various terms conditions covenants and restriction as are herein contained.

**AND THE PURCHASER** do hereby declare and covenant with the Landowners and the Developer as follows:-

- a) The purchaser and all other person(s) deriving title from and under the purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of Common Areas and Installations at the said Building and duly observe the various restrictions as set forth with in the Sixth Schedule hereunder written.
- b) The purchaser shall at all material times hereafter regularly and punctually pay rates taxes and outgoings whatsoever as may from time to time be found payable on account and in respect of the said Unit.
- c) So long the said Unit is not separately assessed and/or mutated; the purchaser shall regularly and punctually pay the proportionate share of Municipal Taxes and other applicable impositions payable in respect of the said Unit to the Developer.
- d) So long the Association of all the occupier(s)/co-owners of the Building is not formed the purchaser shall regularly and punctually contribute and pay the proportionate share of the Common Expenses as mentioned in the Fourth Schedule hereunder written to the Developer.
- e) The purchaser shall bear and pay all cost and impositions for stamp duty, registration charges, GST and other levies for and in respect of the transfer of the said Unit in favour of the purchaser under these presents.
- f) The purchaser shall not have any claim over and in respect of the Roof of the Building.
- g) The purchaser shall not raise any objection whatsoever regarding the use of the Ground Floor/First Floor as residential/commercial purpose.
- h) The purchaser shall not at anytime demolish or cause to damage the flats as purchased or make any alteration, even while doing interior work, in the elevation or outside scheme of the flats as purchased by them.
- i) The purchaser shall not damage or cause to damage any RCC Pillar, Beam or casting inside the Flats, as this may lead to damage of structural damage of structural stability of the building.

- j) That the purchaser agrees from time to time and at all times to keep the Said flat and every part thereof in good repair and condition and to properly support and protect the same.
- k) The purchaser shall be entitled to get a separate/individual electric meter in his/her own name at their own cost.
- l) The purchaser shall not display or put the sign-board on the outside wall of the Said Premises.
- m) The purchaser shall not throw or accumulate or cause to be thrown or accumulated any rubbish or refuse with the Said Flat or in the compound or any portion of the building or the Said Premises.
- n) The purchaser confirm to have inspected the sanction building plan for construction of the building on the Said Premises and satisfied with the construction, design and measurement of the Said Flat and accepts the same.
- o) The purchaser have inspected the title of the Land Owners and Developer and satisfied themselves with regard to the Land Owner's and Developer's title to the Said Premises.
- p) The purchaser shall use the Said Flat for residential purpose only.
- q) The purchaser shall not raise any objection if the Land Owners and Developer erect any telecom antenna on the roof of the building at the Said Premises.
- r) The building shall bear the name '**DUNLOP RESIDENCY**'.

**AND THE RIGHTS OF LANDOWNERS / DEVELOPER :** Notwithstanding anything to the Contrary elsewhere herein contained it is expressly agreed and understood by and between the parties hereto as follows:-

- (a) The Landowners/Developer shall be entitled at any time hereafter to construct additional floors or stories on the top roof of the Building or any part thereof and/or make any addition or alteration in the Building and/or the ground floor of the said premises and the right of use of the purchaser as regards the common areas and installations (including those in the ground floor) shall be subject to the said right of the Landowners/Developer.
- (b) The Landowners/Developer shall have the right to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said premises viz. lift, water, electricity, sewerage, drainage etc. to the new constructions, additions and/or alterations at the said premises) as be deemed to be expedient to make such area and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person.
- (c) The Landowners/Developer shall have the right to grant to any Co-owner or any other person the right to park his cars or scooters or two wheelers or otherwise use and enjoy for any other purposes, the said and back open spaces of the building or the premises and also the covered spaces in the ground floor of the building (including car parking spaces not expressly provided for the purchaser under this Agreement) in such manner as the Landowners/Developer shall in their absolute discretion think fit and proper.



- (d) The Landowners/Developer shall be at liberty to cause to be changed the nature of use in respect of any Unit (other than the said Unit) to any other use, and to own use enjoy and/or transfer the same as per such changed nature of use without any hindrance obstruction objection or claim by the purchaser.

**AND IN THIS INDENTURE** unless it be contrary or repugnant to the context-

1. **PREMISES** shall mean the land comprised in and situate at and being the Premises No.127/1, B.T. Road, Kolkata - 700 108, containing an area of 15 cottahs 12 chittacks and 13 square feet, be the same a little more or less, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall include the Building thereon.
2. **BUILDING** shall mean building for the time being consisting of a ground floor and four upper floors to be constructed by the Developer at the said premises and in case at any time any further storey or stories be raised by the Developer over the top floor then shall include such further storey or stories.
3. **COMMON AREAS AND INSTALLATIONS** shall mean and include the areas installations and facilities comprised in the premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the co-owners in the manner and to the extent permitted by the Developer but shall not include the open terrace on any floor in the said Building or the top roof of the building and shall also not include the car parking spaces and other open and covered spaces at or within the premises which the Developer may use or permit to be used for parking of motor cars and/or any other purposes and the Developer shall have the absolute right to deal with the same, to which the purchaser hereby consents.
4. **UNITS** shall mean the independent and self-contained residential flats, commercial spaces and other constructed spaces in the Building at the said premises capable of being exclusively held or occupied by a person.
5. **CAR PARKING SPACES** shall mean spaces in or portion of the ground floor of the building and also spaces in the open compound at the ground level of the said premises as expressed or intended by the Developer at its sole discretion for parking of motor cars not exceeding the medium sized motor car.
6. **SAID UNIT** shall mean the **Unit No. \_\_\_\_** in **Block \_\_\_\_** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the purchaser' proportionate undivided share in the common areas and Installations attributable to the said Unit and wherever the context so permits shall include the right of parking motor car at the car parking space at the said premises if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE** and wherever the context so intends or permits shall also include the said share in the said premises.
7. **DEVELOPMENT AGREEMENT** shall mean the Agreement dated 16.12.09, entered into by and between the Land Owners herein therein referred to as the Owners of one part and the Developer herein, therein also referred to as the Developer of the other part.

8. **ROOF:** shall mean and include the ultimate roof and/or terrace of the said Building;
9. **SUPER BUILT-UP AREA:** shall mean and include the plinth area of all the constructed spaces in the proposed New Buildings including thickness of the external & internal walls thereof and columns therein and for each Unit, the plinth area of the said Unit shall include the thickness of all external & internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between two Units, then one half of the area under such wall or column shall be included in the area of each such Unit Together With proportionate impartible, undivided and variable share of common service areas;
10. **TITLE DEED:** shall mean and include the documents of title of the Landowners;
11. Words importing SINGULAR shall include PLURAL and vice versa;
12. Words importing MASCULINE GENDER shall include FEMININE GENDER and NEUTER GENDER and vice versa;
13. The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement;
14. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning;
15. A reference to a document includes an amendment and supplement to that document;
16. A reference to a Party to any documents includes that party's successors and permitted assigns;
17. Schedules, Plans and Attachments appended to this Agreement form the part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**  
**(PROPERTY/PREMISES)**

**ALL THAT** piece or parcel of land ad-measuring 15 cottahs 12 chittacks and 13 square feet be the same a little more or less together with ground plus four storied building and structures erected on part thereof lying situate and being premises No. 127/1, B. T. Road, Kolkata - 700 108, Police Station- Baranagar, P.O. ISI, Ward No. 14 within Baranagar Municipality and butted and bounded by as follows:

- |                     |   |                                         |
|---------------------|---|-----------------------------------------|
| <b>On the North</b> | : | 20ft wide Municipal Road,               |
| <b>On the South</b> | : | Orient General Co.                      |
| <b>On the East</b>  | : | Property of Shreyasi Tradecom Pvt. Ltd. |
| <b>On the West</b>  | : | Orient General Co.                      |

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**(UNIT)**

**ALL THAT** the Residential Flat being **Unit No.** \_\_\_\_\_ containing a super built-up area of \_\_\_\_\_ **Square feet** more or less (out of the Landowners'/Developers' allocation) on the \_\_\_\_\_ **floor** of **Block** - \_\_\_\_\_ **TOGETHER WITH** proportionate share in the land underneath the building comprised in Premises no. 127/1, B. T. Road, Mouza-Bonhooghly, Dag No. 510, Khatian No. 1362, Zone 3, Ward No. 14, of Baranagar Municipality, P.S. Baranagar, P.O. ISI, Kolkata- 700108, described in the First Schedule mentioned hereinabove.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**  
**(COMMON AREAS AND INSTALLATIONS)**

- 1) Passages, pathways and driveways excluding areas reserved by developers and areas meant or intended for parking spaces, whether opened or covered.
- 2) Underground water reservoir and distribution pipes to the overhead tanks
- 3) Water pumps with water distribution pipes
- 4) Drain and sewers
- 5) Common bath and toilet in the ground floor of the building
- 6) Main gate for entrance to the premises
- 7) Boundary wall to the premises
- 8) Lift.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

- a) The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, rainwater discharge arrangement, water supply system supply of electricity to all common areas;
- b) The expenses of repairing, maintaining, white-washing and colour washing of the main structure of the building and exterior of the building and also the common areas of the building;
- c) The cost of cleaning and lighting the entrance of the building complex and the passages and other spaces around the building lobby, corridors, stair-case lift and other common areas of the building;
- d) Cost of maintaining transformer, generator, electrical installations, pumps and other common facilities and essential services;
- e) Cost of decorating the exterior of the said Premises;

- f) Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the said building as also the said complex / project and administration and management of the affairs thereof;
- g) All expenses of common services and common facilities and amenities;
- h) Such expenses as are necessary or incidental for the maintenance or up keeping of the Building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(Easements and/ or quasi - easement)**

The purchaser and the other co-owners/ occupiers shall be bound by the following easements and/or quasi easements:

1. The rights of ingress to and egress from their respective Units over the Common Passages and Lobbies.
2. The rights of passage of wires cables and other equipments and of utilities including connections for water electricity telephone cable-TV internet and all other utilities to and through the demarcated portions of the Premises.
3. Such rights supports easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Units or necessary for the exclusive use or enjoyment thereof by the co-owners/ occupiers in common with each others.
4. The rights with or without workmen and necessary materials to enter upon the said Building including different units thereat for the purpose of repairing any Unit.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**  
**(Covenants)**

The PURCHASER covenant:-

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the building and the said premises and other common purposes and formation of the Association.
- (b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the building and in particular the common areas and installation.
- (c) to allow the Developer and its authorized representatives with or without workmen to enter into the said Unit at all reasonable times for construction and completion of the building and the common purposes.

- (d) to use the said Unit only for residential purposes and for no other purposes whatsoever.
- (e) not to cause any nuisance or annoyance to the other Co-owners/co-occupants of the other portions of the building.
- (f) use the common areas and installations only to the extent required for ingress to and egress from the said Unit of men, materials and utilities.
- (g) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow anyone to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the premises.
- (h) not to claim any right whatsoever or howsoever over any unit or portion in the building save the said unit.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the building save at the place as be approved or provided by the Developer **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Unit.
- (j) 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 unit or any part of the building or may cause any increase in the premia payable in respect thereof.
- (k) not to alter the outer elevation and common areas of the building or any part thereof nor decorate the exterior of the building and the common areas otherwise than in the manner agreed by the Developer in writing or in the manner as near as may be in which it was previously decorated.
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the roof, staircase, lobby, landings, pathways, passage or in any other common areas of the building nor into lavatories, cisterns, water or soil pipes serving the said Building not allow or permit any one to do so.
- (m) Not to commit or permit to be committed any alteration or changes in the electrical, water, sewerage, drainage, air conditioner and other pipes, conduits, cables and other fixtures and fittings serving in common to the said Unit and other units in the said building.
- (n) To keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said building in good and substantial repair and condition.
- (o) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral trade or activity in or through the said Unit.
- (p) To apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the appropriate authority.
- (q) To observe such other covenants as be deemed reasonable by the Developer from time to time for the common purposes.

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

**SIGNED SEALED AND DELIVERED** by the abovenamed **LANDOWNERS** at Kolkata in the presence of:

1.

2.

**EXECUTED AND DELIVERED** by the abovenamed **DEVELOPER** at Kolkata in the presence of:

1.

2.

**EXECUTED AND DELIVERED** by the abovenamed **PURCHASER** at Kolkata in the presence of:

1.

2.

**RECEIPT AND MEMO OF CONSIDERATION**

RECEIVED from the within named purchaser the sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ Only) as per the details given below:-

<u>Cheque No.</u>	<u>Dated</u>	<u>Drawn On</u>	<u>Branch</u>	<u>Amount (Rs)</u>
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**Total-** \_\_\_\_\_ /-

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**Signature of Developer**

WITNESSES :-

1.

2.

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DATED THIS            DAY OF                                            , 2019

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BETWEEN

**MR. JAY KUMAR SUREKA & ORS.**

LANDOWNERS

AND

**RABINDRA INFRASTRUCTURE DEVELOPMENT PVT. LTD.**

DEVELOPER

AND

**MR.** \_\_\_\_\_

PURCHASER

DEED OF CONVEYANCE

FLAT NO. \_\_\_\_

**“DUNLOP RESIDENCY”**

127/1, B. T. ROAD, KOLKATA-700108