

Conveyance

- 1. Date:** _____
- 2. Nature of document:** Sale Deed.
- 3. Parties:** Collectively the following :

3.1 Vendor/Owner: KADER SULEHA BEGUM (PAN- ADDPB0207C), wife of Md. P. Kader Mohindeen Gani by faith Islam, by profession Business, presently residing at No.28C, Elliot Road, P.S. Park Street, Kolkata-700 016 and formerly resided at Premises No.36, Elliot Road, P.S. Park Street, Kolkata-700016 hereinafter called the Vendor/Owner (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include her heirs, executors, representatives and assigns) by her constituted Attorney **M/s Aradhya Buildcon Pvt. Ltd.** having its registered office at 11th Floor, 75C, Park Street, P.O. Park Street, P.S. Park Street, Kolkata-700 016 (formerly 50, Suburban School Road, P.S. Kalighat, Kolkata – 700016) duly authorized by virtue of Power of Attorney dated 13.03.2015 registered with the office of A.R.A.-III, Kolkata recorded in Book No. IV, CD Volume No. 4, Pages 442 to 456, Being No. 01471 for the year 2015 represented by its authorized signatory (PAN-) son of, by faith, Nationality, by occupation, residing at by virtue of Board Resolution dated of **FIRST PART.**

3.2 Developer: M/s. ARADHYA BUILDCON PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, having its registered office at 11th Floor, 75C, Park Street, P.O. Park Street, P.S. Park Street, Kolkata-700 016 (formerly 50, Suburban School Road, P.S. Kalighat, Kolkata – 700016) hereinafter called the **DEVELOPER/BUILDER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include its executors, representatives successors in office and assigns) represented by one of its Authorized Signatory (PAN-) son of, by faith, Nationality, by occupation, residing at by virtue of Board Resolution dated of the **SECOND PART.**

3.3 Purchaser(s): (1) (PAN NO.)
 son/daughter/wife of, by faith -, by occupation
 -, residing at
 and **(2)** (PAN NO.)
 son/daughter/wife of, by faith -, by occupation
 -, residing at
 hereinafter jointly called the **PURCHASERS** (which expression shall unless
 excluded by or repugnant to the context shall be deemed to their heirs
 executors, representatives and assigns) of the **THIRD PART**.

4. Subject Matter: The "**Composite Unit**" described in **Schedule - K** being collectively the following:

4.1 The "**Subject Unit**" described in **Part-I** of **Schedule-K** and bordered '**Red**' in the Annexed **Plan - A** in the building complete in all respects named "**EKAM SOLACE** " (hereafter the "**Building**") constructed on the plot of land described in **Part-III** of **Schedule-B** (hereafter the "**Premises**"), being Municipal Premises No. 36, Elliot Road, P.S. Park Street, Kolkata – 700 016, within Ward No. 61 of the Kolkata Municipal Corporation.

4.2 The "**Subject Car Park**" described in **Part-II** of **Schedule-K** and bordered '**Red**' in the Annexed **Plan-B**.

4.3 The "**Land Share**" being the undivided indivisible proportionate share and/or interest in the land comprised in the Premises.

4.4 The "**Common Portion Share**" being the undivided indivisible proportionate share and/or interest in the "**Common Portions**" mentioned in **Schedule-C**.

4.5 *Together with* such other rights appurtenant thereto mentioned in **Schedule-G** but *subject to* the Purchases' Covenants mentioned hereafter which will be covenants running with the Composite Unit in perpetuity.

4.6 The "**Amenities**" means and includes "lift" facility.

5. Background:

- 5.1 Gender & Number:** Irrespective of the gender and the numbers of the Purchaser, he/she/it/they have been referred herein as 'singular' and in 'neuter' gender.
- 5.2 Purchase:** The Vendor/Owner had purchased two separate properties namely 36, Elliot Road, Kolkata – 700 016 (hereafter the "**First Premises**") and 40A, Elliot Road, Kolkata – 700 016 (hereafter the "**Second Premises**") which are described respectively in **Part-I** and **Part-II** of **Schedule-B**. The devolution of title of the Vendor to these two Properties are detailed in **Part-I** and **Part-II** of **Schedule-A**.
- 5.3 Amalgamation:** The Vendor had applied to the Kolkata Municipal Corporation (hereafter the "**KMC**") for amalgamating both the properties situated at 36, Elliot Road, Kolkata – 700 016 and the 40A, Elliot Road, Kolkata – 700 016. The KMC had amalgamated these two Properties and after which the amalgamated premises was numbered as premises no. 36, Elliot Road, Kolkata – 700 016 is the "**Premises**" described in **Part-III** of **Schedule-B**.
- 5.4 Development Agreement:** The Vendor/Owner got into a registered Development Agreement with the Developer which was duly registered with the office of the Additional Registrar of Assurances-II, Kolkata recorded in Book No. I, CD Volume No. 63, Pages 480 to 510, being No. 15655 for the year 2012 (hereafter the "**Development Agreement**").
- 5.5 First Power of Attorney:** The Vendor/Owner duly executed a registered Power of Attorney on 28.12.2012 being no. 7771 of 2012 in favour of the Developer for development of the Premises and also to obtain sanction plan and other necessary permissions and NOCs from the concerned authorities for the purpose of development of the Premises.
- 5.6 Second Power of Attorney:** The Vendor/Owner further duly executed another registered Power of Attorney on 13.03.2015 being no. 01471 of 2015 in favour of the Developer for signing and executing the Agreement for Sale, Deed of Conveyance or Sale Deed to transfer assign and assure the

undivided proportionate share in land comprised in the said Premises attributable to the flats and car parking spaces comprised in the Developer's Allocation and to receive advance from the prospective purchasers and to accept consideration money (either partly and/or fully) for any flat/flats and parking space/spaces from the intending purchasers.

5.7 Plan Preparation: With a view to develop the Premises, the Vendor had a plan prepared (hereafter the "**Plan**") for constructing one G+3 storied building at the Premises (hereafter the "**Building**") to have spaces for parking of cars in its ground floor (hereafter the "**Parking Spaces**") and each of the three upper floors to have five separately and exclusively occupiable spaces to be used for residential purpose (hereafter the "**Units**"). The KMC has permitted construction of the Building in accordance with the Plan by its Permit No. B.P. No. 2013060074 dated 16th January, 2014.

5.8 Sanction & Completion: The Plan was submitted to the KMC for permission to construct. The KMC had permitted construction of the Building in accordance with the Plan by Building Permit No. B.P. No. 2013060074 dated 16th January, 2014. The Building has been named "**EKAM SOLACE**".

5.9 Agreement for Sale: The Purchasers had wanted to purchase the Composite Unit and both the Vendor as well as the Developer had agreed to sell the same (hereafter the "**Agreement**") upon signing an Agreement for Sale dated 28.12.2015, inter alia, the Purchasers paying the Consideration mentioned in **Schedule-J** and complying with all the other terms of the Agreement including payment of the other payables as mentioned therein.

5.10 Satisfaction & Possession: The Purchasers having paid the entire Consideration and complied with all the terms and conditions of the Agreement, the Developer had called upon the Purchasers to take possession of the Composite Unit and the Purchasers had taken possession thereof after fully satisfying itself about the title of the Vendor and rights of the Developer to the Premises, authenticity of the Plan and construction of the Building and the Subject Apartment.

5.11 Completion of Sale: At the request of the Purchasers, the Vendor and Developer are hereby completing the sale of the Composite Unit in favour of the Purchasers.

5.12 Further Construction: Obtaining all necessary permissions and sanctions therefore, the Developer and/or the Vendor may make further and/or additional constructions at the Building by adding further floor to it or otherwise and even if such Construction is carried out after registration of the Composite Unit and possession has been handed over to the Purchasers, the Purchasers shall not be entitled to raise any objection of whatsoever nature including without limitation any inconvenience caused for storing building materials at the Premises or the men, servants and/or agents of the Developer using any part or portion of the Common Portions including without limitation the staircase and water from the reservoir or the overhead tank. Purchasers shall not be entitled to claim their right over the additional constructed floor or any unit/units situated on the said additional floor.

6. Now this deed witnesses:

6.1 Sale: In consideration of the Purchasers having paid the consideration mentioned in **Schedule-J** and agreeing to observe and perform the terms and conditions herein mentioned, the Vendor and Developer do hereby sell, within the meaning of Section 54 of the Transfer of Property Act, 1882, unto the Purchasers the "**Composite Unit**" from the Developer's Allocation described in **Schedule-K** which the Purchasers shall 'have and hold' absolutely and forever, free from all encumbrances, *subject however* to the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be covenants running with the Composite Unit.

6.2 Possession: The Purchasers do hereby confirm, admit and acknowledge that they have received possession of the Composite Unit to their full satisfaction

and they have no complaint of whatsoever nature or kind including without any limitation its area and construction.

- 6.3 Vendor's Entitlement:** The Vendor shall remain the sole and absolute owner of all parts and/or portions of the Building and the open spaces of the Premises appurtenant to it which have not been specifically sold to any of the Co-Owners nor form part of the Common Portions.
- 6.4 Rates and Taxes:** On and from the date of possession of the Subject Apartment or execution of this presents, whichever is earlier, the Purchasers shall pay all rates, taxes, charges, levies and impositions payable in respect of the Composite Unit and proportionate share of all taxes, charges, levies and/or impositions, if any, on any of the Common Portions and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.
- 6.5 Vendor's Covenants:** The Vendor hereby covenant with the Purchasers that the Purchasers shall, subject to observing and performing the Purchasers' Covenants hereafter mentioned, by which covenants the purchasers of all the other Apartments as well as the Vendor and Developer for the unsold Apartments (hereafter the "**Co-Owners**") will be bound, peaceably own, hold and enjoy the Composite Unit and that the Vendor:
- 6.5.1 Has agreed to execute these presents and hereby transferring the proportionate share on the land lying beneath the said "**Composite Unit**" from the Developer's Allocation described in **Schedule-K** together with all the rights over the common portions and facilities in favour of the Purchasers.
- 6.5.2 Has good right, full power and absolute authority to sell, transfer and convey the Composite Unit.
- 6.5.3 Shall, at the costs and requests of the Purchasers, do all such acts and execute all necessary documents as be required for more perfectly transferring and assuring the Composite Unit unto the Purchasers.

6.5.4 Shall sell all the Apartments having the same covenants and stipulations to be observed and performed by the Purchasers and/or are to be covenants running with Composite Unit in perpetuity as herein contained.

6.6 Developer's Covenants: The Developer hereby covenant with the Purchasers that the Purchasers shall, subject to observing and performing the Purchasers' Covenants hereafter mentioned, by which covenants the purchasers of all the other Apartments as well as the Developer and Vendor for the unsold Apartments (hereafter the "**Co-Owners**") will be bound, peaceably own, hold and enjoy the Composite Unit and that the Developer:

6.6.1. Has received the full Consideration mentioned in **Schedule-J** for the Sale and hereby and by the Memorandum of Consideration below confirms, admits and acknowledges the receipt thereof and hereby further releases and relinquishes the Purchaser of and from the Consideration and the Composite Unit.

6.6.2. Declare that the said "**Composite Unit**" transferred hereby by way of sale to and unto the Purchasers as delineated in the map or plan annexed hereto is as per sanction plan approved by the Kolkata Municipal Corporation.

6.6.3. Shall, at the costs and requests of the Purchasers, do all such acts and execute all necessary documents as be required for more perfectly transferring and assuring the Composite Unit unto the Purchasers.

6.6.4. Has good right, full power and absolute authority to sell, transfer and convey the Composite Unit which is a part of the Developer's Allocation.

6.7 Association: The Purchasers along with all the Co-Owners shall compulsorily become members of the Association to be formed of the Co-Owners and for that purpose the Purchasers shall:

6.7.1 Render all necessary assistance to the Vendor and Developer and the other Co-Owners in all respects for formation of the Association.

- 6.7.2 Accept, without any objection of any nature whatsoever, the rules and regulations of the Association (hereafter the "**Rules**").
- 6.7.3 Bear and pay proportionate costs, charges and expenses for the formation and registration of the Association, including professional charges, as determined by the Vendor and/or Developer without any demur or delay.
- 6.7.4 Diligently observe, perform and abide by the Rules.
- 6.7.5 Co-operate with the Association and its other members in all its activities.
- 6.7.6 Pay all the charges, costs and fees of the Association, as also for its upkeep, as are levied upon the Purchaser by the Association, within the due dates.
- 6.7.7 Pay for and acquire the shares, if issued, of the Association.

6.8 Maintenance: The Building and the open spaces of the Premises appurtenant to it, and the Common Portions will initially be managed and maintained (hereafter the "**Maintenance**") by the Vendor and Developer by themselves and/or by engaging other agencies (hereafter "**Other Agencies**") till such time the Association is not formed. As and when the Association is formed, the Other Agencies will automatically come under the Association and thereafter will be dealt with in the manner the Association deems fit. For the purpose of the Maintenance, the Vendor, Developer and the Association after it may frame such rules (hereafter the "**Common Rules**") for the advantage of all the Co-Owners. The Maintenance will otherwise be in the manner elaborated in **Schedule-E**.

6.9 Maintenance Charges: The Vendor/Developer and the Association after it shall raise bills on the Purchasers for the Maintenance which will be the proportionate costs incurred by the for the Maintenance and include emoluments of its employees, payments made to the Other Agencies, applicable taxes which are now payable or which may become applicable and

payable in future (collectively "**Maintenance Charges**"). The Common Expenses mentioned in **Schedule-F** will be borne proportionately and included in the Maintenance Charge. The Maintenance Charges shall be payable by the Purchasers on and from the Possession Date, irrespective of whether the Purchasers are occupying it or not, or the date hereof, whichever is earlier, and monthly bills will be raised on the Purchasers to be paid by the Purchasers within seven days from the date of the bills.

6.10 Maintenance Deposit: To secure timely payment of the Maintenance Charges, the Purchasers have deposited with the Developer the interest free Security Deposit amount mentioned in **Part – I** of **Schedule-H**. Upon formation of the Association, the Developer shall hand over the Security Deposit to the Association. The amount of the Security Deposit may be enhanced from time to time by the Association and as and when the same is enhanced, the Purchasers shall replenish the enhanced amount.

6.11 Security Deposit for Rates & Taxes: To secure timely payment of rates and/or taxes including without limitation Municipal Tax, Water Tax and/or any other Government Levies for the Composite Unit the Purchasers have deposited with the Developer the interest free Security Deposit amount mentioned in **Part – II** of **Schedule-H**. Upon formation of the Association, the Developer shall hand over the Security Deposit to the Association. The amount of the Security Deposit may be enhanced from time to time by the Association and as and when the same is enhanced, the Purchasers shall replenish the enhanced amount.

6.12 Sinking Fund: The Purchasers have deposited with the Developer the amount mentioned in **Schedule-I** as its contribution to the Sinking Fund to be used for major repairs and/or replacement of any equipment installed in the Building. Upon formation of the Association, the Developer shall hand over the Sinking Fund to the Association. The Sinking Fund will remain credited to the account of the Purchasers in the records of the Association and be maintained by it. Interest accrued on the Sinking Fund shall be to the credit of this Fund. If the monies lying in this Fund and accrued interest

thereon be not sufficient to cover the costs of any major repairs/replacements of any equipments, the Association shall recover additional money from the Purchasers to meet the deficiency in cost. Non-payment of this additional money shall have the same effect of non-payment of Maintenance Charges mutatis mutandis.

6.13 Penalty for Non-Payment: In the event the Purchasers fails to make any payment of the Maintenance Charges within the due date therefor (hereafter the "**Default Amount**"), the Purchasers shall be liable to pay interest at the rate of 2% (two percent) per month on the Default Amount from the due date of its payment till its entirety and the interest thereon is paid. The Developer, and the Association after it, will further become entitled to recover such amount from the Security Deposit. In such an event, amount so recovered from the Security Deposit till such time the entirety of its amount together with interest thereon is paid by the Purchasers, the above interest will continue to run. In the event the Purchasers fails to pay the Default Amount and the interest thereon within 2 (two) months from the due date of payment, the Developer, and the Association after it, may withdraw, restrict or disconnect any of the services available in the Building to the Purchasers. In such a case, the Developer, and the Association after it, may also require the Purchasers to provide additional interest free security deposit before the restoration of services. In the event the Developer, or the Association after it, withdraws any of the facilities, the Purchasers hereby specifically covenant not to use such facility so withdrawn nor demand restoration of the same till such time the entire dues along with interest therein are paid.

6.14 Purchasers' Covenants: The Purchasers do hereby agree, accept and covenant with the Vendor and Developer as follows:

6.14.1 Inspection: The Purchasers have, inter-alia, inspected and verified all the documents related to the title of the Vendor and rights of the Developer to the Premises. The Purchasers confirm that they are fully aware of the fact that the Composite Unit is a part of the Developer's Allocation.

- 6.14.2 Confirmation:** The Purchasers confirm that they are satisfied with the construction of the Building and the Subject Apartment, that the same are in compliance with the Plan and the Purchasers shall not hereafter raise any complaint whatsoever without limitation regarding design, layout, accommodation, specifications, fittings and fixtures in the Subject Apartment, the amenities, utilities and/or facilities provided therein and/or in the Building nor ever raise any claim against the Vendor or Developer regarding the construction and/or the completion of the Building, the Subject Apartment or the Subject Parking Spaces. The Purchasers shall further be deemed to have hereby declared that they have accepted the area of the Subject Apartment mentioned in **Schedule-K** (hereafter the "**Apartment Area**") for all purposes whatsoever and shall not question any apportionment of the Maintenance Charge, any other expense or any other matter on the basis thereof.
- 6.14.3 User:** The Purchasers shall not use or allow the Subject Apartment or any part thereof to be used for any club, meeting, conference hall, school, clinic, Guest house, boarding/lodging house, catering place, restaurant or other public purpose or any other non-residential purpose but use the same only for residential purposes.
- 6.14.4 Parking Space Restriction:** The Purchasers shall not use or allow the Subject Parking Space to be used for any other purpose but for parking of car or two-wheelers, sell or allow the use of any of them to a person not having an Apartment in the Building.
- 6.14.5 Common Portions:** The Purchasers, along with the other Co-Owners, will use and enjoy only those areas and facilities in the Building and/or in the Premises mentioned in **Schedule-C**.
- 6.14.6 Interiors of the Subject Apartment:** The Purchasers will decorate the interiors of the Subject Apartment in such a manner that its windows are retained in the same position that they were at the time

possession of the Subject Apartment was handed over and without changing the external facade of the Building or its overall ambience in any manner whatsoever.

6.14.7 Enforcement: The Purchasers shall be bound to follow the Common Rules that may be framed by the Developer/Vendor or the Association after it, for the common advantage of all the Co-Owners for user and any violation thereof shall entitle the Developer and/or Vendor or the Association, as the case may be, to claim damages and to restrict the Purchasers from using or enjoying the Common Portions and/or any part or portions thereof.

6.14.8 Installations: The Purchasers shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside the Subject Apartment, including its outer walls, without the prior written permission of the Association. In the event such permission is granted, the Association may demand such rent for the same as it may deem fit.

6.14.9 Ensure Abidance: Ensure that all their employees and/or visitors strictly abide by these Covenants of the Purchasers as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Purchasers, directly or indirectly, for and/or in connection with the business of the Purchasers shall be considered to be its employees and the Purchasers shall be fully responsible and liable for all acts of omission or commission of all such persons as also their visitors.

6.14.10 Repair: The Purchasers shall not demand any repair or rectification work in the Subject Apartment after its possession has been handed over and/or after the execution of these presents.

6.14.11 Further Construction: Obtaining all necessary permissions and sanctions therefore, the Developer may make further and/or additional constructions at the Building by adding further floors to it or otherwise and even if such Construction is carried out after possession of the

Composite Unit has been handed over to the Purchaser, the Purchaser shall not be entitled to raise any objection of whatsoever nature including without limitation any inconvenience caused for storing building materials at the Premises or the men, servants and/or agents of the Developer using any part or portion of the Common Portions including without limitation the staircase and water from the reservoir or the overhead tank.

6.14.12 Purchasers' claim over the further construction: In the event of any further construction is made in the building, the purchasers cannot claim any right title interest over either any part of or the entire newly constructed space/spaces.

6.14.13 Other Covenants: The Purchasers shall abide by the Purchasers' Other Covenants mentioned in **Schedule-D**.

6.14.14 Indemnity by the Vendor and Developer: The Vendor and Developer hereby indemnify and agree to keep the Purchasers saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses that the Purchasers may suffer or incur hereafter by virtue of any claim of any nature whatsoever in respect of any liabilities arising in connection with the Composite Unit or any part thereof, statutory or contractual, owing to the Vendor or Developer, and the Vendor and/or Developer hereby undertake and covenant to forthwith pay, reimburse and/or make good such losses, expenses and/or costs incurred by the Purchaser.

6.15 Indemnity by the Purchasers: The Purchasers hereby indemnify and agree to keep the Vendor, and the Association after it, saved, harmless and indemnified from any losses due to any act or negligence of the Purchasers, their servants, employees, agents, visitor and/or occupiers of the Subject Unit/Apartment in the user of the Common Portions and/or the Building and/or any other part or portions thereof and the Purchasers hereby further undertake and covenant to forthwith pay, reimburse and/or make good such

losses, expenses and/or costs incurred by the Vendor or the Association, as the case may be.

Schedule-A
(Devolution of Title of the Vendor)

Part-I
(First Premises – 36, Elliot Road, Kolkata)

1. At all material point of time one Sri Ashutosh Law was the absolute owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** two storied brick built dwelling house together with one storied out-house, drains, water courses, rights, liberties, easements, privileges, appendages and appurtenances situated lying erected or built on a piece and parcel of land in a portion of which the same is erected or built measuring more or less 07 Cottahs 09 Chittaks and 30 one Sq. Ft. within Ward No. 61 of Calcutta Municipal Corporation being premises no. 36, Elliot Road, Calcutta more fully described in **Part-I of Schedule "B"** written hereunder free from all encumbrances, charges and lien whatsoever.
2. The said Ashutosh Law died testate on 24.02.1964 after executing his last Will and Testament on 09.02.1958 whereby he after making provision for maintenance of his childless widowed daughter Sudhina Sundari Dasi and pecuniary bequests gave devised and bequeathed the rest and residue of the properties to his two sons namely Subodh Churan Law and Probodh Churan Law and therein he appointed his said two sons as executors of the said Will.
3. The said Will was proved in the High Court, Calcutta in the testamentary and Intestate Jurisdiction and the said Subodh Churan Law and Probodh Churan Law was granted Probate in Probate Case No. 105 of 1964-65.
4. After the grant of Probate the property lying and situated at 36, Elliot Road, Kolkata was duly mutated in the names of said Subodh Churan Law and Probodh Churan Law in the records of the Assessment Department of Calcutta, Municipal Corporation.

5. The said Subodh Churan Law and Probodh Churan Law while jointly seized and possessed of the said property by virtue of an Deed of Conveyance dated 29.11.1984 registered with the Office of the Su-Registrar of Assurances, Calcutta recorded in Book No.I, Volume No. 207, Pages 352 to 363, Being No. 14394 for the year 1984 as Vendors sold transferred assigned and conveyed their undivided half share of the said property lying at 36, Elliot Road, Kolkata in favour of one Sri Ashok Kumar Burman son of Sri Babulal Burman and thus the said Sri Ashok Kumar Burman became the owner of the undivided half share of the said property free from all encumbrances. The said Sudhina Sundari Dasi confirmed the said Sale by signing and executing the said Deed of Conveyance as Confirming Party therein.
6. The said Subodh Churan Law and Probodh Churan Law by virtue of another Deed of Conveyance dated 29.11.1984 registered with the Office of the Sub-Registrar of Assurances, Calcutta recorded in Book No.I, Volume No. 207, Pages 364 to 375, Being No. 14395 for the year 1984 as Vendors therein sold transferred assigned and conveyed their remaining undivided half share of the said property lying at 36, Elliot Road, Kolkata in favour of one Sri Binoy Kumar Burman son of Sri Babulal Burman and thus the said Sri Binoy Kumar Burman became the owner of the undivided half share of the said property free from all encumbrances. The said Sudhina Sundari Dasi confirmed the said Sale by signing and executing the said Deed of Conveyance as Confirming Party therein.
7. The said Sri Ashok Kumar Burman and Sri Babulal Burman while seized and possessed of their respective undivided half shares of said property lying at 36, Elliot Road, Calcutta by virtue of a Deed of Conveyance dated 25.08.1990 registered with the Office of the Sub-Registrar of Assurances, Calcutta recorded in Book No.I, Volume No. 533, Pages 336 to 405, Being No. 15830 for the year 1990 as Vendors therein sold transferred assigned and conveyed their remaining undivided half share of the said property lying at 36, Elliot Road, Kolkata in favour of the present owner Smt. Kader Suleha Begum wife of Shri P. Kader Mohideen Gani and thus the said Smt. Kader Suleha Begum became the absolute owner of the entire property lying at 36, Elliot Road, Kolkata (hereinafter the "**First Premises**") free from all encumbrances.

Part-II
(Second Premises - 40A, Elliot Road, Kolkata)

1. At all material point of time one Mrs. Muhammat Hasiba Khaton Bibi wife of Janab Rahul Aamin Mondal was the absolute owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** one storied brick built building standing on a bastu land measuring about 14 Cottahs being locally known as premises no. 40A, Elliot Road, Kolkata – 700016 with Ward No. 61 of Kolkata Municipal Corporation.
2. The said Mrs. Muhammat Hasiba Khaton Bibi while seized and possessed of the said premises executed one Heba Bel Awaz in Bengali Language dated 30.09.1958 duly registered with the office of the Sub-Registrar of Calcutta recorded in Book No. I, Volume No. 98, Pages 285 to 289, Being No. 4468 for the Year 1954 in favour of one minor Master Abu Naser Mohammed Zakir Hossain represented by his father and natural guardian Janab Mohammed Abu Zakir and thereby transferred, conveyed and alienated **ALL THAT** one storied brick built building standing on a bastu land measuring about 14 Cottahs being locally known as premises no. 40A, Elliot Road, Kolkata – 700016 with Ward No. 61 of Kolkata Municipal Corporation and thus the said Abu Naser Mohammed Zakir Hossain became the absolute owner of the said premises free from all encumbrances.
3. The said Abu Naser Mohammed Zakir Hossain while seized and possessed of the said premises after attending majority sold transferred and conveyed **ALL THAT** a piece and parcel of demarcated land measuring about 3 Cottahs 25 Sq.Ft. out of total land measuring about 14 Cottahs lying and situated at 40A, Elliot Road, Kolkata I favour of Bilques Begum, Anima Begum, Gulzar Begum and Shahinoor Rahaman for a valuable consideration by a dint of indenture dated 11.05.1981 duly registered with the office of the Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 213, Pages 191 to 203, Being No. 3879 for the year 1981 and thereafter the said Abu Naser Mohammed Zakir Hossain started enjoying and holding the possession of the remaining land measuring about 10 Cottah 08 Chittaks 20 Sq.Ft. lying and situated at premises no. 40A, Elliot Road,

Kolkata – 700016 morefully described in **Part-II of Schedule "B"** written hereunder free from all encumbrances, charges and lien whatsoever.

4. The said Abu Naser Mohammed Zakir Hossain while seized and possessed of the said piece and parcel of land 10 Cottah 08 Chittaks 20 Sq.Ft. lying and situated at premises no. 40A, Elliot Road, Kolkata – 700016 agreed to sell transfer and convey the said land and in favor of one Smt. Kader Suleha Begum the Vendor/Owner herein at and for a consideration of Rs.20,00,000/- only and entered into an Agreement for Sale dated 26.08.1994 to that effect.
5. The said Abu Naser Mohammed Zakir Hossain wile seized and possessed of the said property died intestate on or about 01.01.2004 leaving behind him surviving his widow Taherunnessa two sons namely Sayed Md. Rezaul Hossain and Sayed Md. Nayeem Hossain and one married daughter Nasrin Yeasmin wife of Abbas Hussain as his legal heirs and successor and the said Taherunnessa, Sayed Md. Rezaul Hossain, Sayed Md. Nayeem Hossain and Nasrin Yeasmin became the joint owners of the said property free from all encumbrances.
6. The said Taherunnessa, Sayed Md. Rezaul Hossain, Sayed Md. Nayeem Hossain and Nasrin Yeasmin wile seized and possessed of the said piece and parcel of land 10 Cottah 08 Chittaks 20 Sq.Ft. lying and situated at premises no. 40A, Elliot Road, Kolkata – 700016 in pursuance of the said Agreement for Sale dated 26.08.1994 sold transferred and conveyed the said piece and parcel of land 10 Cottah 08 Chittaks 20 Sq.Ft. lying and situated at premises no. 40A, Elliot Road, Kolkata – 700016 to the Smt. Kader Suleha Begum the Vendor/Owner herein and thus the said Smt. Kader Suleha Begum became the absolute of the said land lying at 40A, Elliot Road, Kolkata – (hereinafter the "**Second Premises**") free from all encumbrances.

Schedule-B

Part-I **[36, Elliot Road, Kolkata]**

ALL THAT two storied brick built dwelling house together with one storied out-house, drains, water courses, rights, liberties, easements, privileges, appendages and appurtenances situated lying erected or built on a piece and parcel of land in a portion

of which the same is erected or built measuring more or less 07 Cottahs 09 Chittaks and 30 one Sq. Ft. within Ward No. 61 of Calcutta Municipal Corporation being premises no. 36, Elliot Road, Kolkata *together with* structures thereon and butted and bounded by:

- On the North : Partly premises no. 34, Elliot Road, partly Elliot Road and partly 38, Elliot Road.
- On the South : Partly premises no. 38, Elliot Road, partly 40, Elliot Road and partly 42, Elliot Road.
- On the East : Partly Elliot Road and partly 40, Elliot Road.
- On the West : Partly premises no. 34, Elliot Road and partly 48, Elliot Road.

Part-II
[40A, Elliot Road, Kolkata]

ALL THAT one storied brick built tenement dwelling house message and hereditament together with revenue free appertaining land measuring 10 Cottahs 08 Chittaks 20 Sq.Ft. more or less whereon or on a part whereon or on a part whereof the building situated covering the total area of 5760 Sq. Ft. being old building dilapidated in nature and constructed more that 100 years ago and locally known as municipal premises no. 40A, Elliot Road, under P.S. Park Street, Kolkata – 700016 within Ward no. 61 of the Kolkata Municipal Corporation which is butted and bounded by:

- On the North : Premises No. 38, Elliot Road.
- On the South : Premises No. 40B, Elliot Road.
- On the East : Elliot Road.
- On the West : Partly Premises No. 42 and partly premises no. 36, Elliot Road.

Part-III
[Premises]

ALL THAT piece and parcel of land measuring about 18 Cuttahs 02 Chittacks 06 Square Feet within ward No.61 of the Kolkata Municipal Corporation being Municipal

Premises No. 36, Elliot Road, Kolkata-700 016 P.S.- Park Street, and Butted and bounded as follows:

On the North : Partly 34, Elliot Road & Partly by 38, Elliot Road.

On the South : Partly by 40B, Elliot Road & partly by 42 Elliot Road.

On the East : By Elliot Road.

On the West : Partly by 34, Elliot Road & Partly by 28, Elliot Road.

Schedule-C **[Common Portions]**

1. Areas:

- 1.1 Open and/or covered paths and passages.
- 1.2 Lobbies.
- 1.3 Stair case and its landings.
- 1.4 Stair Head Room, Lift Machine Room, Lift Well.
- 1.5 Boundary walls and main gate.
- 1.6 Security Room & Electric Room.

2. Water and plumbing:

- 2.1 Water reservoirs.
- 2.2 Water tanks.
- 2.3 Water pipes (save those inside any Apartment).

3. Electrical Installations:

- 3.1 Wiring and accessories for lighting of Common Areas.
- 3.2 Electrical Installations relating to meter for receiving electricity from CESC Ltd.
- 3.3 Lift and its machinery.

4. Drains:

- 4.1 Drains, sewers and pipes.
- 4.2 Drainage Sewerage connection with the Kolkata Municipal Corporation.

5. Others:

- 5.1 Fire fighting equipments.
- 5.2 Other Common Areas and installations and/or equipments as are provided in the Premises and the Building.
- 5.3 Generator.
- 5.4 Pumps and motors.

Schedule-D
[Purchaser's Covenants]

1. The Purchaser shall not:

- 1.1 Injure, harm or damage the Common Portions or any of the other Units by making any alterations or withdrawing any support or otherwise in the subject Unit.
- 1.2 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked therefor by the Association.
- 1.3 Place or cause to be placed any article or object in the Common Portions.
- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units and/or the adjoining buildings.
- 1.5 Use or allow the Unit or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, Guest house, boarding/lodging house, hotel, catering place, restaurant or other public purpose or non-residential purpose without approval.
- 1.6 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Building save at the places provided or approved therefor provided that this shall not prevent the

Purchaser from displaying a small and decent name-plate outside the main door of the subject Apartment.

- 1.7 Use the Subject Parking Space, if any, for any purpose other than for parking of cars.
- 1.8 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Subject Apartment or the Common Portions as may be injurious or obnoxious to owners/occupiers of the Building.
- 1.9 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Building or other parts of the Premises, without approval and in the event any wires are drawn directly to the Subject Apartment from the road or anywhere else, all responsibility will solely be that of the Purchaser.
- 1.10 Install any air-conditioner, except in the approved places.
- 1.11 Affix or change the design or the place of the grills, the windows or the main door of the Subject Apartment without approval of the Vendor or the Association, as the case may be.
- 1.12 Alter any portion, elevation or colour scheme of the Building or the Common Portions.
- 1.13 Restrict any of the other Co-Owners or occupiers of the Units the full and unrestricted enjoyment of the Easements mentioned in **Schedule-G**.
- 1.14 Partition the Subject Apartment.
- 1.15 Make any internal addition, alteration and/or modification in or about the Subject Unit save in accordance with the appropriate Building Regulations, the Rules of the Association and after obtaining appropriate sanctions from the necessary statutory authorities and a certificate from a certified structural engineer and ensure that such does not jeopardise the structural stability of the Building.

- 1.16 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building or the Premises.
- 1.17 Make any claim of any nature whatsoever with regard to any other areas, open or covered, of or in the Premises besides the Subject Unit and the common enjoyment of the Common Portions.

2 The Purchaser shall:

- 2.1 Apply for and obtain mutation, separation and/or apportionment of the Composite Unit in their names within 3 (three) months from the date hereof in default whereof the Vendor, the Committee or the Association will be entitled to get the Composite Unit mutated and apportioned in the name of the Purchasers and in which case the Purchasers shall become liable to pay Rs. 21,000/- (Rupees twenty one thousand), within 7 days of being called upon to do so, as overhead expenses on this account to the Vendor or Developer, the Committee or the Association, as the case may be and, failure make this payment, the same will be treated as a Default Amount mutatis mutandis.
- 2.2 Pay all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (hereafter the "**Impositions**") be proportionately till such time the Composite Unit be not separately assessed and/or mutated.
- 2.3 Proportionality pay the penalties, interest, costs, charges and/or expenses, if any, for all taxes or Impositions (hereafter the "**Penalties**").
- 2.4 Pay the Maintenance Charges and all other levies, taxes and other outgoings related to the Composite Unit, the Building and the Premises within 7 (seven) days of being called upon to do so.
- 2.5 Keep the Subject Unit and the Subject Parking Space and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.

- 2.6 Use the Subject Unit, the Subject Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.7 Install air conditioners and their water outlets only in the spaces designated therefor.
- 2.8 Use the Common Portions only for the purpose of ingress or egress, and for no other purpose whatsoever.
- 2.9 Sign such forms, give such authorities and render such co-operation as may be required by the Association for the common purposes and/or in the common interest of all the Co-Owners and/or in any way in pursuance thereof.

Schedule-E
[Management & Maintenance]

1. In the event the Association is not formed within 6 (six) months from the date hereof, the Vendor or Developer in its discretion may nominate a few of the Co-Owners (hereafter the "**Committee**") to take over the Maintenance. Once the Association is formed the Committee will hand over the Maintenance to the Association.
2. The Vendor, the Committee or the Association, as the case may be, shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**Outgoings**") for the Building and the Premises, which are not separately charged or assessed or levied on the Co-Owners.
3. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "**Common Purposes**").
4. The Association shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions and/or Penalties and recover the share of the Purchaser thereof from the Purchaser.

5. The Security Deposit as mentioned in Schedule - H and the Sinking Fund as mentioned in Schedule - I shall be held by the Developer, and the Association after it, in trust for all the Co-Owners.
6. The Co-Owners may change, alter, add to or modify the Rules of the Association and frame rules, regulations and/or bye-laws for Common Purposes and quite and peaceful enjoyment of the Co-Owners and for their mutual benefit.
7. The Association shall function at the cost of the Co-Owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.
8. The Sinking Fund and the remainder of any of the Deposits, if any, that will be made over by the Developer to the Association shall be utilised by it only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.
9. If any payment to be made, including the Outgoings, is made out of the deposits due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Association.
10. The Purchaser shall make all deposits or payments, called upon to do so by the Vendor or Developer or the Committee or the Association, as the case may be, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Schedule-F **(Common Expenses)**

- 1. Maintenance:** All expenses for maintaining, operating, painting, repairing, renovating, rebuilding, reconstructing, decorating, redecorating, replacing and lighting the areas in the Common Portions.
- 2. Staff:** The salaries and all other expenses of the persons employed by the Association, including their perquisites, bonus and other emoluments and benefits.

- 3. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including the costs of repairing, renovating and replacing the same and towards consumption of electricity for all the Common Portions and for the Common Purposes.
- 4. Association:** Establishment and all other expenses of the Association including its formation, establishment, working capital, administrative and miscellaneous expenses.
- 5. Insurance:** Costs of insuring the Building and the Common Portions against fire, earthquake, etc.
- 6. Fire Fighting:** Cost of operating the fire fighting equipments and personnel including costs of renewal of N.O. C. from the West Bengal Fire Service as and when necessary.
- 7. Rates, taxes and other outgoings:** All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the Premises as cannot to be allocated to any particular Co-Owner of any of the Units.
- 8. Reserves:** Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Common Expenses.
- 9. Lift:** Cost of operating the lift, the annual maintenance cost including the cost of renewal of the lift license.
- 10. Generator:** Cost of operating it, its maintenance costs and the cost of obtaining and renewal of the license.
- 11. Others:**
 - 11.1. Litigation expenses that may have to be incurred for the Common Purposes.
 - 11.2. All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.
- 12. Charge:** The liability for any amount becoming due and payable however shall be a charge on the Composite Unit and shall remain so until remittance in full thereof is made.

SCHEDULE-G
[Easements]

1. The Purchasers and all the other Co-Owners shall be bound by the following easements and/or conditions:
 - 1.1 The right of ingress to and egress from the Subject Unit over the common areas of the Building.
 - 1.2 The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, internet and all other utilities to and through the Common Portions of the Building and the Premises from ducts and spaces specifically provided therefor.
 - 1.3 The right of support, shelter and protection of each portion of the Building by the other portions thereof.
 - 1.4 Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Subject Apartment or necessary for the exclusive use or enjoyment thereof by the Co-Owners in common with each other subject however to the conditions contained elsewhere herein.
 - 1.5 The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Building, including all the Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergent circumstances.

SCHEDULE-H

[SECURITY DEPOSIT]

PART-I

[Maintenance Deposit]

Rs./- (Rupees only).

PART-II

[Deposit for Rates & Taxes]

Rs./- (Rupees only).

SCHEDULE-I

[Sinking Fund]

Rs./- (Rupees only).

SCHEDULE-J

[Consideration]

Rs. /- (Rupees only).

SCHEDULE-K
[Subject matter of Sale]
[Composite Unit]
PART-I
[Subject Apartment]

The Unit No. having a Carpet Area of about Square Feet and Super Built-Up area of about Square Feet on the floor consisting of rooms, Bath cum Privies, kitchen, dining cum living room and Balcony having tile flooring situated in the building named "**EKAM SOLACE**" being a part of Developer's Allocation constructed at the Premises described in **Part-III** of **Schedule-B**, bordered 'Red' in the annexed **Plan-A**.

PART-II
[Subject Parking Spaces]

The right to park (.....) car on the ground floor in the covered space bordered 'Red' in **Plan-B** measuring about 135 Sq.ft. Super Built up area being a part of Developer's Allocation.

TOGETHER WITH

The proportionate undivided, indivisible and singly non-transferable share in the land comprised in the Premises described in Part-**III** of **Schedule-B**.

TOGETHER WITH

The proportionate, undivided, indivisible and singly non-transferable share of the Common Portions mentioned in **Schedule-C**.

WHERE

The term *proportionate* shall mean the proportion the Apartment Area mentioned in **Part-I** of this **Schedule** will bear to the Apartment Areas of all the Apartments in the building to be constructed at the Premises described in **Part-IV** of **Schedule-B**.

5. Execution: In witness whereof the Parties have executed these presents at
Kolkata on the day, month and year first above written.

Signed and **delivered** by the
within named **Vendor** in the
presence of:

VENDOR

Signed and **delivered** by the
within named **Developer** in the
presence of:

DEVELOPER/CONFIRMING PARTY

Signed and **delivered** by the within
named **Purchasers** in the presence of:

Drafted by

PURCHASERS

Advocate

Receipt & Memo of Consideration

The Developer confirms having received from the Purchasers the full Consideration amount of **Rs./- (Rupees only).**

WITNESS:

1.

2.

DEVELOPER

=====
DATED THIS DAY OF 2018
=====

"EKAM SOLACE", Unit No., Floor,
36, Elliot Road, Kolkata – 700 016, within
Ward No. 61 of the Kolkata Municipal
Corporation and P.S: Park Street.

BETWEEN

KADER SULEHA BEGUM

.... VENDOR

-AND-

**ARADHYA BUILDCON PRIVATE
LIMITED**

**.... DEVELOPER/CONFIRMING
PARTY**

-AND-

(1)

(2)

.... PURCHASERS

CONVEYANCE