

(NOTE: THIS IS ONLY A PORFORMA OF THE CONVEYANCE DEED AND IS SUBJECT TO AMMENDMENTS/CHANGES AS MAY BE REQUIRED DUE TO CHANGES IN DRAFTING STYLE/ERRORS/OMMISSIONS AND/OR THE TERMS AGREED UPON BETWEEN THE PARTIES.)

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE made this the day of -----
----- **TWO THOUSAND AND** _____

BETWEEN

(1) INDRA CHAND GUPTA (PAN No. ACVPG2719H) son of Late Basant Lal Chowdhury
(2) SMT. DROPADI DEVI AGARWAL (PAN No. ADCPA9212D) wife of Sri Indra Chand Gupta
(3) SUSHIL KUMAR AGARWAL (PAN No. AGQPA1323C) son of Sri Indra Chand Gupta
(4) MS. SANGEETA AGARWAL (PAN No. AJSPA2277Q) daughter of Sri Indra Chand Gupta
and (5) MS. SWETA AGARWAL (PAN No. AJSPA2276R) daughter of Sri Indra Chand Gupta all residing at No. 464 S.N.Roy Road, Kolkata 700 038 P.O. Sahapur P.S. New Alipore
(6) ANUP KUMAR AGARWAL (PAN No. ACJPA1752C) son of Late Sagarmal Agarwal
(7) SMT. SHASHI AGARWAL (PAN No. ACXPA6465A) wife of Sri Anup Kumar Agarwal both residing at No. 270 Raja Ram Mohan Roy Road, Kolkata 700 041 P.O. Paschim Putiyari, P.S. Haridevpur
(8) PAWAN KUMAR AGARWAL (PAN No. ACXPA6275C) son of Late Sagarmal Agarwal
(9) SMT. SHASHI AGARWAL (PAN No. ACXPA6283G) wife of Sri Pawan Kumar Agarwal
(10) SURENDRA KUMAR AGARWAL (PAN No. ACXPA6394A) son of Late Sagarmal Agarwal
(11) SMT. BABITA AGARWAL (PAN No. AEWPA6310D) wife of Sri Surendra Agarwal
(12) RABINDRA AGARWAL (PAN No. ACXPA6284B) son of Late Sagarmal Agarwal
(13) SMT. RUPA AGARWAL (PAN No. ACRPJ8730D) wife of Sri Rabindra Agarwal all residing at No. 270 Raja Ram Mohan Roy Road, Kolkata 700041 P.O. Paschim Putiyari, P.S. Haridevpur
(14) KAILASH CHANDRA AGARWAL (PAN No. AFIPA6079A) son of Late Bisheswar Lal Agarwal
(15) SMT. KUSUM AGARWAL (PAN No. ACIPA8619H) wife of Sri Kailash Chandra Agarwal and
(16) KANHAIYA AGARWAL (PAN No. AHQPA9551M) son of Sri Kailash Chandra Agarwal all residing at No. 24/25 Moulana Abul Kalam Azad Road, 3rd floor, Howrah 711 101 P.O. Howrah, P.S. Golabari hereinafter collectively referred to as the **SELLERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns and the AOP formed by the Sellers) represented by their registered constituted attorney being seller no____ as hereinabove mentioned of the **ONE PART**

AND

[If the Purchaser is a company]

_____, (CIN No._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at_____,(PAN _____), represented by its authorized signatory, _____, duly authorized vide board resolution dated _____, hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Purchaser is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Pan No. _____)

_____ authorized vide _____, hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[In case the Purchaser is an Individual]

Mr. / Ms. _____, (Pan No. _____) son / daughter of _____, aged about _____, residing at _____, hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[In case of Joint Purchasers]

Mr. / Ms. _____, (Pan No. _____) son / daughter of _____, aged about _____, residing at _____ and Mr. / Ms. _____, (Pan No. _____) son / daughter of _____, aged about _____, residing at _____, hereinafter collectively called the "**Purchaser/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Pan No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Family known as _____ HUF, having its place of business / residence at _____, (Pan _____), hereinafter referred to as the "**Purchasers**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other Purchaser/s(s), in case of more than one Purchaser/s]
The Sellers and Purchaser/s shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A)** The Sellers alongwith Sri. Prahlad Chand Agarwal, Smt. Pushpa Devi Agarwal, Sri. Sunil Kumar Agarwal, Smt. Mamta Agarwal, Sri. Jitendra Agarwal, Sri. Bajrang Lal Agarwal, Smt. Suraj Mukhi Agarwal, Sri. Rajendra Kumar Agarwal, Smt. Shimla Devi Agarwal, Sri. Dinesh Agarwal, Late Sagarmal Agarwal, Smt. Droupadi Devi Agarwal, Sri. Manoj Kumar Agarwal and Smt. Neha Agarwal (hereinafter collectively referred to as the ORIGINAL OWNERS) had constituted themselves into an Association an Association of persons commonly known as SKDJ DREAM HOME (PAN NO. AACAS7856H) (hereinafter referred to as the AOP) in terms of an agreement dated 12th day of March 2007 for the purpose of undertaking development of various properties in Mouza Gopalpur and Mouza Behala.
- B)** The said "ORIGINAL OWNERS" become entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 184 cottahs 8 chittacks and 27 sqft (be the same a little more or less) comprised in Mouza Gopalpur (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the FIRST

SCHEDULE PROPERTY) having acquired the same by virtue of the following registered Deeds of conveyances :

- C)** By a Deed of Conveyance dated 3rd November 2006 and registered at the office of the Additional Registrar of Assurances-1, (ARA-1) Kolkata in Book No. I Volume No. I Pages 1 to 41 Being No. 02228 for the year 2007 the Original Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to FIRSTLY ALL THAT the various pieces and parcels of land containing by estimation an area of 1 Bighas 0 Cottahs 9 Chittacks 5 Sq.ft. (more or less) comprised in MouzaGopalpore P.S. Maheshtala, ParganaBalialia in the District of South 24 Parganas (more fully and particularly mentioned and described in PART I of the FIRST SCHEDULE hereunder written) AND SECONDLY ALL THAT the various pieces and parcels of land containing by estimation an area of 6 Bighas 19 Cottahs 6 Chittacks 18 Sq.ft. (more or less) situated and comprised in MouzaGopalpore within P.S. Maheshtala, ParganaBalialia in the District of South 24 Parganas (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written)
- D)** By another Deed of Conveyance dated 20TH February 2007 registered at the office of the Additional Registrar of Assurances-I (ARA-I) in Book No. I Volume No.1 Pages 1 to 27 Being No. 2846 for the year 2007 the Original Owners herein became entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 16 cottahs and 6 chittacks (more or less) comprised in Mouza Gopalpore P.S. Maheshtala, Pargana Balialia in the District of South 24 Parganas(more fully and particularly mentioned and described in PART III of the FIRST SCHEDULE hereunder written)
- E)** By another Deed of Conveyance dated 4th July 2008 registered at the office of the Additional Registrar of Assurances-I (ARA-I) in Book No. I, Volume No.9 Pages 1874 to 1898 Being No. 03371 for the year 2008 the Original Owners herein became entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 11 cottahs and 8 chittacks (more or less) comprised in Mouza Gopalpore P.S. Maheshtala, Pargana Balialia in the District of South 24 Parganas(more fully and particularly mentioned and described in PART IV of the FIRST SCHEDULE hereunder written)
- F)** The said First Schedule property was acquired by the Original Owners for undertaking a Housing Project and for the aforesaid purpose the Original Owners caused a map or plan to be sanctioned by Maheshtala Municipality whereby the Original Owners became entitled to construct erect and complete several blocks and/or buildings each block and/or building comprising of various self contained flats, units, apartments, constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various intending Purchaser/ss on ownership basis
- G)** The Original Owners from time to time have entered into various agreements for sale and/or have executed the Deeds of conveyances in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the blocks and/or buildings constructed on the said First Schedule property in favour of various persons (hereinafter referred to as the PHASE ONE FLAT PURCHASER/SS)

- H)** In all the agreements and/or deeds of conveyances which have been executed in favour of the Phase One Flat Purchaser/s, it was made known to all the Phase One Flat Purchaser/s that the blocks and/or buildings constructed on the First Schedule property was only a part of the Housing Project intended to be undertaken by the Original Owners and that the Original Owners were in the process of acquiring adjoining and/or abutting property with the intent of including the same to form part of the Housing Project.
- I)** Subsequent to acquiring the said First Schedule property, the Original Owners also purchased and acquired various other pieces and parcels of land containing by estimation in aggregate an area of 3 bighas 10 cottahs 13 chittacks and 5 sq.ft, equivalent to 4736 sq.mtrs (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the SECOND SCHEDULE PROPERTY/SAID LANDS) which is abutting the First Schedule Property by virtue of the following registered Deeds of Conveyances :
- J)** Deed of Conveyance dated 27th August 2008 and made between Delta Nirman Pvt Ltd therein referred to as the Vendor of the One Part and the Original Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.27 Pages 4289 to 4312 Being No. 11205 for the year 2005 the Original Owners herein became entitled to ALL THAT the various pieces and parcels of land containing by estimation an area of 1 Bigha 14 cottahs 14 chittacks and 32 sq.ft. (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART ONE PROPERTY)
- K)** Deed of Conveyance dated 10TH November 2009 and made between Smt. Basanti Das therein referred to as the Vendor of the One Part and the Original Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.28 Pages 2794 to 2813 Being No. 12217 for the year 2009 the Original Owners herein became entitled to ALL THAT the undivided half share or interest into or upon ALL THAT the various pieces and parcels of land containing by estimation an area 32 setaks (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART II of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART TWO PROPERTY)
- L)** Deed of Conveyance dated 10TH November 2009 and made between Smt. Basanti Das therein referred to as the Vendor of the One Part and the Original Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.28 Pages 2772 to 2793 Being No. 11216 for the year 2009 the Original Owners herein became entitled to ALL THAT the undivided half share or interest into or upon ALL THAT the various pieces and parcels of land containing by estimation an area of 28 setaks (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and

described in PART III of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART THREE PROPERTY)

- M)** Deed of Conveyance dated 31st December 2010 and made between Jatindra Nath Mazumdar and others therein referred to as the Sellers of the One Part and the Original Owners herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.1 Pages 4068 to 4091 Being No. 00189 for the year 2011 the said original owners became entitled to ALL THAT the undivided half share or interest into or upon ALL THAT the various pieces and parcels of land containing by estimation an area 32 setaks (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART IV of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART FOUR PROPERTY)
- N)** Deed of Conveyance dated 31st December 2010 and made between Jatindra Nath Mazumdar therein referred to as the Vendor of the One Part and the Original Owners therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.1 Pages 4068 to 4091 Being No. 00188 for the year 2011 the Original Owners became entitled to ALL THAT the undivided half share or interest into or upon ALL THAT the various pieces and parcels of land containing by estimation an area of 28 setaks (more or less) situated in Mouza Behala P.S. Behala, District South 24 Parganas (more fully and particularly mentioned and described in PART V of the SECOND SCHEDULE hereunder written and hereinafter referred to as the PART FIVE PROPERTY)
- O)** After having acquired the said Second Schedule Property, the Original Owners caused the said lands to be amalgamated into a single Premises and caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No.2015140416 dated 28/09/2015 whereby the Original Owners became entitled to construct erect and complete a new building on the said Second Schedule property comprising of ground plus 10 upper floors and car parking spaces, each floor comprising of various self contained flats units apartments and constructed spaces and the said map or plan has been subsequently been revised and by a map or plan sanctioned by Kolkata Municipal Corporation being No.2017140306 dated 13/01/2018 (INCLUDE OTHER REVISIONS OF THE PLAN) ("hereinafter referred to as the sanctioned plan") whereby the Original Owners became entitled to construct erect and complete a new building on the said Second Schedule property comprising of ground plus 12 upper floors and car parking spaces, each floor comprising of various self contained flats units apartments and constructed spaces and the said new building is to form part of the HOUSING PROJECT to be undertaken by the Original Owners. The expression 'plan' shall mean and include all alterations and/or modifications made thereto from time to time.
- P)** The said First Schedule Property and Second Schedule property were acquired by the Original Owners for undertaking development of an integrated Housing Project having common entrances, exits, facilities, utilities and amenities which is to remain available for common use and enjoyment of all the owners and/or occupiers of the said Housing Project.

- Q)** The said First Schedule property and the said Second Schedule Property/Said Lands wherever the context so permits are collectively referred to as the Total Property and the buildings to be constructed on the said Total Property shall form part of the said Housing Project.
- R)** The said Sagarmal Agarwal being a member of the said AOP died intestate on 29th April 2015 leaving him surviving his widow Smt. Droupadi Devi Agarwal and his six sons namely (1) Anup Kumar Agarwal (2) Manoj Agarwal (3) Pawan Agarwal (4) Pramod Agarwal (5) Surendra Agarwal and (6) Rabindra Agarwal as his only heirs and/or legal representatives who thus became entitled to his right title interest into or upon the said Total Property
- S)** The said Pramod Agarwal one of the sons of the said Late Sagarmal Agarwal by two registered Deed of Gifts both dated 27th September 2016 transferred the entirety of his right title interest claim or demand into or upon the said total Property unto and in favour of his mother Smt. Droupadi Agarwal and his five brothers namely (1) Anup Kumar Agarwal (2) Manoj Agarwal (3) Pawan Agarwal (4) Surendra Agarwal and (5) Rabindra Agarwal in equal shares who thus in addition to their respective right title interest into or upon the said total Property jointly became entitled to the share of deceased into or upon the said total Property and the buildings standing thereon.
- T)** Upon the death of the said Late Sagarmal Agarwal and transfer of the entirety of the right title interest by his son Promod Agarwal into or upon the said Total Property and/or the said AOP, if any, the said AOP was reconstituted as recorded in an Agreement dated 15th September 2016
- U)** By two registered deeds of Gift both dated 29th May 2017 bearing Nos. 160204635 and 160204636 respectively for the year 2017 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Suraj Mukhi Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP unto in favour of her husband Sri. Bajrang Lal Chowdhury also a member of the said AOP.
- V)** By two registered deeds of Gift both dated 29th May 2017 bearing Nos. 160204637 and 160204638 for the year 2017 and registered at the office of the District Sub Registrar-III, Alipore , Sri. Bajrang Lal Chowdhury a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his brother Sri. Indra Chand Gupta also a member of the said AOP.
- W)** By two registered deeds of Gift both dated 16th March 2018 bearing Nos. 160203170 and 160203177 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore , Smt. Shimla Devi Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her husband Sri. Rajendra Kumar Agarwal a member of the said AOP.
- X)** By two registered deeds of Gift both dated 16th March 2018 bearing Nos. 160203169 and 160203168 for the year 2018 and registered at the office of

the District Sub Registrar-III, Alipore Sri. Dinesh Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his father Sri. Rajendra Kumar Agarwal a member of the said AOP.

- Y)** By two registered deeds of Gift both dated 10th April 2018 bearing Nos. 160204569 and 160204570 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore Sri. Rajendra Kumar Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his brother Sri. Indra Chand Gupta a member of the said AOP.
- Z)** By two registered deeds of Gift dated 16th March 2018 bearing Nos. 160203176 and 160203173 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Pushpa Devi Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her husband Sri. Prahlad Chand Agarwal a member of the said AOP.
- AA)** By two registered deeds of Gift both dated 16th March 2018 bearing Nos. 160203175 and 160203171 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore , Sri. Jitendra Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his father Sri. Prahalad Chand Agarwal a member of the said AOP.
- BB)** By two registered deeds of Gift both dated 16th March 2018 and bearing Nos. 160203174 and 160203172 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Mamta Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her husband Sri. Sunil Kumar Agarwal, a member of the said AOP.
- CC)** By two registered deeds of Gift both dated 16th March 2018 bearing Nos. 160203469 and 160203178 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Sri. Sunil Kumar Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his father Sri. Prahlad Chand Agarwal, a member of the said AOP.
- DD)** By two registered deeds of Gift both dated 10th April 2018 bearing Nos. 160204571 and 160204572 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Sri. Prahlad Chand Agarwal a member of the said AOP transferred by way of gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his brother Sri. Indra Chand Gupta, a member of the said AOP.
- EE)** By two registered deeds of Gift both dated 21st March 2018 bearing Nos. 160203470 and 160203471 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore , Smt. Neha Agarwal a member of the

said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her husband Sri. Manoj Kumar Agarwal, a member of the said AOP.

- FF)** By two registered deeds of Gift both dated 27th March 2018 bearing Nos. 160203664 and 160203665 for the year 2018 and registered at the office of the District Sub Registrar-III, Alipore, Sri. manoj Kumar Agarwal a member of the said AOP transferred by way of Gift the entirety of his right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of his mother Smt. Dropadi Devi Agarwal, a member of the said AOP.
- GG)** By two registered deeds of Gift both dated 27th March 2018 bearing Nos. 160203666 and 160203667 for the year 2017 and registered at the office of the District Sub Registrar-III, Alipore, Smt. Dropadi Devi Agarwal a member of the said AOP transferred by way of gift the entirety of her right title interest into or upon the said Total Property and/or right title interest in the AOP in favour of her brother Sri. Kailash Chandra Agarwal , a member of the said AOP.
- HH)** In the events as aforesaid the said Sri. Prahlad Chand Agarwal, Smt. Pushpa Devi Agarwal, Sri. Sunil Kumar Agarwal, Smt. Mamta Devi Agarwal, Sri. Jitendra Agarwal, Sri. Bajrang Lal Chowdhury, Smt. Suraj Mukhi Agarwal, Sri. Rajendra Kumar Agarwal, Smt. Shimla Devi Agarwal, Sri. Dinesh Agarwal, Late. Sagarmal Agarwal, Smt. Droupadi Devi Agarwal, Sri. Manoj Agarwal and Smt. Neha Agarwal parties have ceased to be members of the said AOP and/or have any right over the Total Property and as such the said AOP has been reconstituted and the Sellers herein are the only members of the said AOP each one of them being entitled to the following share or interest into or upon the said TOTAL PROPERTY:

Name of the Owner	Share
(1) INDRA CHAND GUPTA	- 36.66%
(2) SMT. DROPADI DEVI AGARWAL	- 3.33%
(3) SUSHIL KUMAR AGARWAL	- 3.33%
(4) MS. SANGEETA AGARWAL	- 3.33%
(5) MS. SWETA AGARWAL	- 3.33%
(6) ANUP KUMAR AGARWAL	- 3.88%
(7) SMT. SHASHI AGARWAL	- 3.33%
(8) PAWAN KUMAR AGARWAL	- 3.88%
(9) SMT. SHASHI AGARWAL	- 3.33%
(10) SURENDRA AGARWAL	- 3.88%
(11) SMT. BABITA AGARWAL	- 3.33%
(12) RABINDRA AGARWAL	- 3.88%
(13) SMT. RUPA AGARWAL	- 3.33%
(14) KAILASH CHANDRA AGARWAL	- 14.44%
(15) SMT. KUSUM AGARWAL	- 3.33%
(16) KANHAIYA AGARWAL	- 3.33%

- II)** The Sellers are thus the absolute and lawful owner of all the pieces and parcels of land located in the Dag Nos. 329, 330, 331, 703 and 704 in Mouza Behala, totally admeasuring 4736 square meters situated at District 24 Parganas South in the manner hereinabove mentioned.

- JJ)** The Sellers caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No. _____ dated _____ and the said plan was modified by a map or plan sanctioned by Kolkata Municipal Corporation being No. _____ dated _____ (hereinafter referred to as the said PLAN) whereby the Sellers became entitled to construct erect and complete a multi storied building at the said Premises comprising of ground plus 12 upper floors having several self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis. The expression "Plan" shall mean and include all modifications and/or alterations made to the said Plan from time to time.
- KK)** Upon coming into force the provisions of the West Bengal Housing Industry Regulation Act (hereinafter referred to as the ACT) the Sellers caused itself to be registered under the said Act.
- LL)** By an Agreement for Sale dated ----- entered into between the parties hereto and registered at the office of ----- in Book No.I Volume No.---- Pages --- to ----- Being No.----- for the year 2018 the Sellers/Seller agreed to sell and transfer and the Purchaser agreed to purchase and acquire ALL THAT the apartment No. _____ having carpet area of _____ square feet and a chargeable area of _____ sq.ft, type _____, on ____ floor in [tower/block/building] No. _____ ("Building") along with a balocony (if any) having by estimation a chargeable area of _____ square feet along with a terrace (if any) having by estimation a chargeable area _____ square feet along with ____ (open/covered/mechanica/stacked) _____ car parking space/s (if any) admeasuring 12.5 square meters each in the ground floor of the Property/New Building TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) and/or the Housing Project situated/located on the Total Property which shall remain common for the use and enjoyment of all the flatowners of the entire Housing Project as stated in the said agreement for sale AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written and hereinafter referred to as the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions contained and recorded in the said Agreement for Sale (hereinafter referred to as the said SALE AGREEMENT)

- MM)** The Sellers has since constructed erected and completed the said new building and has obtained necessary completion certificate. In pursuance of the said Sale Agreement the Purchaser from time to time made full payment of the total consideration price and other amounts payable under the said Sale Agreement and the Sellers upon obtaining necessary completion certificate has put the Purchaser in complete vacant possession of the said Apartment and the Properties Appurtenant Thereto
- NN)** The Purchaser has now requested the Sellers to execute the Deed of Conveyance and/or transfer in respect of the said Apartment and the Properties Appurtenant Thereto which the Sellers have agreed to do subject to the terms and conditions hereinafter appearing

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

**SECTION I - DISCLOSURES, DISCLAIMER CONFIRMATION
AND ACKNOWLEDGEMENT**

- 1.1 At or before the execution of this Deed the Purchaser has satisfied himself/herself/itself as to:
- i) The title of the Sellers.
 - ii) Inspected and gone through the title deeds relating to the said Premises.
 - iii) The legal ownership of the Sellers in respect of the said premises and acknowledges that the Sellers have a marketable title in respect thereof.
 - iv) The total carpet area and the chargeable area to comprise and forming part of the said Flat and as to the workmanship of the said Block/Building/Tower
 - v) The common area, facilities, parts and portions of the said Housing Project.
 - vi) Inspected the plan sanctioned by the authorities concerned.
 - vii) Acknowledges that the right of the Purchaser shall remain restrict to the said Apartment and the Properties Appurtenant thereto and that the Purchaser shall have no right over and in respect of the other parts and portions of the said new building.
 - viii) Acknowledges that the terms and conditions of this Deed are fair and reasonable.
 - ix) Has obtained independent legal advise and the Advocates so appointed by the Purchaser has also caused necessary searches/investigation of title to be made
 - x) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Purchasers agrees to abide by

the terms and conditions herein contained and also the house rules as hereinafter appearing.

- xi) The Purchaser has gone through all the terms and conditions set out in this Deed and has understood their respective obligations and rights detailed herein.
- xii) The Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project.
- xiii) The Purchaser is fully satisfied as to the structural stability of the said new building

SECTION II - SALE AND TRANSFER

THAT in consideration of the said Sale Agreement dated ----- AND in further consideration of a sum of **Rs. -----/- (Rupees ----- only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Seller/s as the Total Consideration Price under the said Sale Agreement (the receipt whereof the Sellers doth admit and acknowledge to have been received and from the payment of the same and every part thereof) the Sellers doth hereby sell transfer convey assure assign and grant **ALL THAT** the Apartment No. ----- on the ----- floor of the new building situated at the said Premises (the said Premises more fully and particularly mentioned and described in the Part VI of the Second SCHEDULE hereunder written) containing by admeasurements a caper area of _____ sq.ft. (be the same a little more or less) and having by estimation a chargeable area of -----sq.ft. (be the same a little more or less) along with a balocony (if any) having by estimation a chargeable area of _____ square feet (be the same a little more or less) along with a terrace (if any) having by estimation a chargeable area _____ square feet (be the same a little more or less) along with ___ (open/covered/mechanica/stacked) _____ car parking space/s (if any) admeasuring 12.5 square meters each (be the same a little more or less) in the ground floor of the Property/New Building **TOGETHER WITH ALL THAT** the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Project (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) **AND TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written and hereinafter referred to as the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) **BUT EXCEPTING AND RESERVING** such rights easements quasi- easements privileges reserved for any particular Unit/ units and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **AND TOGETHER**

WITH all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and the and described in the **SIXTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said **APARTMENT** hereby sold transferred and conveyed and every part or parts or parts thereof unto and to the use of the Purchaser **SUBJECT TO** the House Rules and the restrictions (more fully and particularly mentioned and the and described in the **SEVENTH SCHEDULE** hereunder written) AND also subject to Purchaser making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Unit and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written)

SECTION – III

3. AND THE VENDORS AND THE SELLERS AND EACH ONE OF THEM HEREBY COVENANTS WITH THE PURCHASER as follows:

- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Vendor/Sellers or executed or knowingly suffered to the contrary the Vendor/Sellers is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Apartment and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor/Sellers now have in themselves good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) **THAT** the Said Apartment hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trusts made or suffered by the Vendor/Sellers or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor/Sellers.

- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor and/or the Sellers or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor and/or Sellers or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **THAT the** Vendor and the Sellers and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment or any part thereof through under or in trust for the Vendor and/or Sellers shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) **THAT** the Vendor/Sellers has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said **Apartment** hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

SECTION IV – PURCHASER’S COVENANTS

4. AND THE PURCHASER HEREBY COVENANTS WITH THE VENDOR AND THE SELLERS as follows:

- i. **THAT** the Purchaser and all other persons deriving title under him/her/it shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Unit and also the obligations set forth in the **SEVENTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said New Building.
- ii. **THAT** the Purchaser shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her

name as the owner and until **Apartment** is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Sellers and upon appointment of the Facility Management Company (FMC) or formation of the Holding Organisation to such FMC and/or or Holding Organisation as the case may be without raising any objection whatsoever.

- iii. **THAT** the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said **Apartment** and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of such Rates and Taxes to the Sellers and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the FMC to such FMC or Holding Organisation.

SECTION V – OTHER COVENANTS

5. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- i. **THAT** the Undivided share in the land attributable to the said **Apartment** and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said **Apartment** shall always remain impartible.
- ii. **THE** right of the Purchaser shall remain restricted to the said **Apartment** and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building.
- iii. **THE** said building constructed at the said Premises shall always be known as " -----".

- iv. The Purchaser shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Housing Project and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)
- v. The Purchaser shall obtain separate electricity meter for the said **Apartment** in its/his/her name at his/her/its own cost/expenses and the Sellers shall offer the necessary assistance. The PURCHASERS agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.
- vi. The Purchaser further acknowledge that in the event of the Purchaser committing breach of any of the said rules and regulations or failing to make timely payment of the proportionate share of CAM Charges then and in that event the other Unit owners and/or occupiers of the said Housing Project will independently be entitled to enforce the same against the Purchaser.

SECTION VI - POSSESSION

6.1 It is hereby confirmed recorded and declared that the Sellers has put the Purchaser in complete vacant possession of the said Apartment on and from _____(insert the actual physical possession date or the date deemed possession after 3 months from the date of issue of the Occupancy Certificate, whichever earlier) (hereinafter referred to as **POSSESSION DATE**) and the Purchaser acknowledge having received the possession of the said Unit.

8.1 On and from the said Possession Date the Purchaser has agreed that he/she/it shall:

- i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Apartment and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
- ii. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Sellers and upon

appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC or Holding Organisation as the case may be as hereinafter provided. The Purchaser acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other apartment owners in the said building.

- iii. The Sellers and/or the Holding Organisation and/or FMC will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount on monthly basis in respect of its share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated. At the close of the year, if the amount so payable by the Purchaser is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the Service Charge percentage payable by the Purchaser for the following year and in the event of the same being more than what has been paid by the Purchaser the Purchasers shall forthwith make payment of the same to the FMC and/or Sellers as the case may be.

SECTION VII – CONTROL OF COMMON PARTS – MAINTENANCE – PAYMENT OF CAM CHARGES

- 7.1** The control and management of the common parts and portions of the building shall remain vested with the Facility Management Company (FMC) as and when such FMC is appointed and upon formation of the Holding Organisation with such Holding Organization subject to the right of the Purchaser to use the common parts and portions in common with other unit owners and/or occupiers of the said building
- 7.2** The Purchaser shall be liable and agrees to make payment of the proportionate share of Common Area Maintenance (CAM CHARGES) regularly and punctually to the FMC and/or Holding Organisation and/or to the persons entitled to receive the same and until appointment of the FMC and formation of the Holding Organisation such maintenance charges shall be paid by the Purchaser to the Sellers.

7.3 The said CAM Charges will include an amount equivalent to 15% of such CAM Charges to be paid as and by way of maintenance expenses (hereinafter referred to as the MAINTENANCE FEE) and the Purchaser shall be liable to make payment of such CAM Charges which will include the said Maintenance Fee month by month and every month without any abatement or deduction on any account whatsoever or howsoever

7.4 AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

- i) The Vendor has already put the Purchaser in possession of the said Apartment and the Purchaser acknowledges having taking over possession of the said Apartment
- ii) The Vendor shall remain responsible for providing common services only for a period of three months from the date of execution of this Deed subject to the Purchaser making payment of the proportionate share of common area maintenance charges which includes a reasonable amount payable to the Vendor for rendering such services (hereinafter referred to as the CAM CHARGES)
- iii) The Purchaser shall cause his/her name to be mutated in the records of the concerned authorities within a period of three months from the date of execution of this Deed.
- iv) The various unit owners in the said new building shall form an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 within a period of three months and the Vendor has agreed to render all possible assistance for formation of the said Association
- v) The Purchaser acknowledges that timely payment of CAM charges is a must and in the event of any delay the same is likely to adversely affect the interest of the other flatowners in the said building and if such CAM Charges shall remain in arrears for a period of 60 days then and in that event in addition to making payment of interest at the rate of 15% per annum the Vendor and/or Adhoc Committee shall be entitled to and the Purchaser hereby consents :
 - i) disconnect the supply of water to the said Unit
 - ii) disconnect the supply of electricity
 - iii) withdraw all utilities including generator facilities

and the same shall not be restored until such time the Purchaser has made payment of all amount lying in arrears together with interest accrued due thereon and such penal interest as may be determined from time to time including a sum of Rs.----- as and by way of restoration charges

- vi) For the purpose of withdrawal and/or suspension of the said facilities and/or utilities it will not be necessary for the Vendor and/or FMC and/or Holding Organisation to serve any notice, in writing and the Purchaser hereby waives the right to receive such notice

- 7.5 **FACILITY MANAGEMENT COMPANY** – For the purpose of looking after the common parts and portions and for rendition of common services the Sellers shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Sellers in its absolute discretion may deem fit and proper and in addition to the payment of CAM Charges the Purchasers shall be liable to make payment of the said Management Fee (being 15% of the CAM Charges payable by the Purchaser)
- 7.6 The Unit Owners and/or the Holding Organisation shall not be entitled to terminate the appointment of such FMC unless agreed to by all the flat/unit owners in the building and in the event of such FMC is to be substituted with any other FMC the consent of seventy five percent of the units owners in the building will have to be obtained.
- 7.7 The said FMC will remain responsible for looking after the common parts and portions and the Purchaser agree not to interfere in the FMC remaining in control of the common parts and portions
- 7.8 **HOLDING ORGANISATION** – Immediately after all the units in the building are sold and transferred the Unit Owners in consultation with the Sellers shall form a Holding Organisation which may be a Syndicate and/or limited company and/or limited liability partnership or such other entity with such rules and regulations as the Sellers may decide
- 7.9 The Purchaser agree to become members of such Holding Organisation and upon formation of such Holding Organisation the said Holding Organisation shall take control of all common parts and portions and shall remain liable for rendition of common services subject to the Unit Owners making payment of the CAM Charges
- 7.10 The Holding Organisation shall be entitled to frame such rules and regulations as may be necessary and/or required from time to time regarding user of the common parts and the Purchaser hereby agree to abide by the same
- 7.11 In order to become a member of the said Holding Organisation the Purchaser agrees to sign and execute all papers application and other documents as may be necessary and/or required and in the event of the Purchaser failing to sign such papers and/or applications the Sellers as the constituted attorney of the Purchaser shall be entitled to sign and execute the same on behalf of the Purchaser and the same shall be binding on the Purchaser.
- 7.12 **ADHOC COMMITTEE** – Until the appoint of FMC or the formation of the said Holding Organisation, the Sellers may form an Adhoc Committee comprising of three Unit owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the Sellers and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Building and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

SECTION VIII – ROOF AND OTHER AREAS

- 8.1 It is hereby made expressly clear and agreed that the ultimate Roof of the building whereon various installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof of the said building (hereinafter referred to as the ROOF)
- 8.2 The Purchaser shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.
9. AND THIS DEED FURTHER WITNESSETH that at or before taking over possession of the said Apartment the Purchaser has fully satisfied himself/herself as to the workmanship of the said Apartment IT BEING EXPRESSLY made clear that in the event of there being any structural defect and the same is not occasioned because of any negligence and/or latches on the part of the Purchaser and detected within a period of 5 years from the execution of this Deed then and in that event the Sellers shall cure and/or remedy the same at its own cost.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE FIRST SCHEDULE PROPERTY)**

PART I

ALL THAT the various piece and parcels of Bastu Lands containing an aggregate area of 0.34 Acres (equivalent to 1 Bigha 0 Cottahs 9 Chittacks 5 Sq. ft. (be the same a little more or less) situated at Mouza Gopalpur J. L. No. 1, R.S. Khatian No. 480 and R.S. Khatian 1697 respectively now L.R. Khatian No. 6240 comprised in R.S. Dag/Plot No. 3376/3597 now L.R. Plot/Dag No. 2810 and R.S. Plot/Dag No. 3376/3743 now L.R. Plot/Dag No. 2807, R.S. No. 83 Touzi No. 346 within Police Station Mahestala (previously Behala) and within limits of the Mahestala Municipality under Ward No. 13, Airport Road Code No. 032 and in the District of 24 Parganas (South)

PART II

ALL THAT various piece and parcels of Bastu Lands containing an aggregate area of 2.27 Acres (Equivalent to 6 Bighas 19 Cottahs 6 Chittacks 18 Sq. ft. (be the same a little more or less) situated at Mouza Gopalpur J. L. No. 1 Khatian No. 2177, 481, and 480 now L.R. Khatian No. 6240 comprised in R.S. Dag/Plot No. 3376, 3376/3596, 3376/3597 Now L.R. Dag/Plot No. 2806, 2808, 2810 respectively, R.S. No. 83 Touzi No. 346 within Police Station Mahestala (previously Behala) and within the limits of the Mahestala Municipality under Ward No. 13, Airport Road Code No. 032 and in the District of 24 Parganas (South)

PART III

ALL THAT various piece and parcels of Bastu Lands containing an aggregate area of 16 cottahs 6 chittacks (be the same a little more or less) situated at Mouza Gopalpur J. L. No. 1 C.S. Khatian No. 1073 R.S. Khatian No. 2177 now L.R. Khatian No. 6240 comprised in C.S. and R.S. Dag/Plot No. 3376 now L.R. Dag/Plot No.2806 Touzi No. 346 within Police Station Mahestala (previously Behala) and within the limits of the Mahestala Municipality under Ward No. 13, Airport Road Code No. 032 and in the District of 24 Parganas (South)

PART IV

ALL THAT various piece and parcels of Bastu Lands containing an aggregate area of 11 cottahs 8 chittacks (be the same a little more or less) situated at Mouza Gopalpur J. L. No. 1 R.S. No. 83 Touzi 346 comprised in Dag/Plot No. 3376/3744 C.S. and R.S. Khatian No. 1698 within Police Station Mahestala (previously Behala) and within the limits of the Mahestala Municipality under Ward No. 13, Airport Road Code No. 032 and in the District of 24 Parganas (South)

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID LANDS)**

PART I - PART ONE PROPERTY

ALL THAT various piece and parcels of Agriculture lands (Sali) containing by estimation an area of 1 Bigha 14 Cottahs 14 Chittack 32 Sq. ft. (be the same a little more or less) (being the divided and demarcated portion of the said entire property) comprised in R.S. Dag No. 329,330,331 and 703, J.L. No. 2 R.S Khatian No.8917,8918 and 5818 to 5825 situate in mouza Behala, P.S. Behala, District 24 Parnagas (South) within the limits of the Kolkata Municipal Corporation (Behala Unit)

PART II - PART TWO PROPERTY

ALL THAT the undivided half share or interest of the Vendor into or upon various pieces and parcels of Sali Lands containing by estimation an area of 32 setaks (be the same a little more or less) comprising of three separate very old dwelling units total measuring 900 Sq. Ft. more or less (Tile Shed) comprised in Khatian No. 2413, R.S. Dag No.329, 330, 331, 703 and 704 having an area of A,B,C,D,E respectively and located in mouza Behala (Upendra Nath Banerjee Road,), P.S. Behala comprised in the following Dag Nos.

PART III - PART THREE PROPERTY

ALL THAT the undivided half share or interest of the Vendor into or upon various pieces and parcels of Sali Lands containing by estimation an area of 28 setaks (be the same a little more or less) comprising of two separate very old dwelling units total measuring 800 Sq. Ft. more or less (Tile Shed) comprised in Khatian No. 2413, R.S. Dag No.329, 330, 331, 703 and 704 having an area of A,B,C,D,E, respectively and located in Mouza Behala (Upendra Nath Banerjee Road,), P.S. Behala comprised in the following Dag Nos.

PART IV - PART FOUR PROPERTY

ALL THAT the undivided half share or interest of the Vendor into or upon various pieces and parcels of Sali Lands containing by estimation an area of 32 setaks (be the same a little more or less) comprising of three separate very old dwelling units total measuring 900 Sq. Ft. more or less (Tile Shed) comprised in Khatian No. 2413, R.S. Dag No.329, 330, 331, 703 and 704 having an area of A,B,C,D,E, respectively and located in Mouza Behala (Upendra Nath Banerjee Road,), P.S. Behala comprised in the following Dag Nos.

PART V - PART FIVE PROPERTY

ALL THAT the undivided half share or interest of the Vendor into or upon various pieces and parcels of Sali Lands containing by estimation an area of 28 setaks (be the same a little more or less) comprising of two separate very old dwelling units total measuring 800 Sq. Ft. more or less (Tile Shed) comprised in Khatian No. 2413, R.S. Dag No.329, 330, 331, 703 and 704 having an area of A,B,C,D,E, respectively and located in Mouza Behala (Upendra Nath Banerjee Road,,), P.S. Behala comprised in the following Dag Nos.

PART VI - PART SIX-PREMISES

ALL THAT the various pieces and parcels of land containing in aggregate an area of 3 bighas 10 cottahs 13 chittacks and 5 sq.ft. equivalent to 4736 sq.mtrs (be the same a little more or less) situated at Mouza Behala J. L. No.2 comprised in R.S. Dag/Plot No.329, 330, 331, 703 & 704 and R.S. Khatian No.5818, 5819, 5820, 5821, 5823, 5824, 5825, 8312, 8313, 8314, 8315, 8316, 8317, 7458, 7459, 8917 & 8918 within Police Station Behala and within the limits of the Kolkata Municipal corporation under Ward No. 131 and being Municipal Premises No. 1476 Upendra Nath Banerjee Road, Kolkata and butted and bounded in the manner following:

ON THE NORTH: VARIOUS INDIVIDUAL BUILDINGS AND KMC ROAD
 ON THE SOUTH: FIRST SCHEDULE PROPERTY
 ON THE EAST: VARIOUS INDIVIDUAL BUILDINGS AND KMC ROAD
 ON THE WEST: KMC ROAD

**THE THIRD SCHEDULE ABOVE REFERRED TO
 (UNIT AND THE PROPERTIES APPURTENANT THERETO)**

ALL THAT the Apartment No. ----- on the ----- floor of the new building situated at the said Premises (the said Premises more fully and particularly mentioned and described in the Part VI of the Second SCHEDULE hereunder written) containing by admeasurements a caper area of _____ sq.ft. (be the same a little more or less) and having by estimation a chargeable area of ----- ----sq.ft. (be the same a little more or less) along with a balocony (if any) having by estimation a chargeable area of _____ square feet (be the same a little more or less) along with a terrace (if any) having by estimation a chargeable area _____ square feet (be the same a little more or less) along with _____ (open/covered/mechanica/stacked) _____ car parking space/s (if any) admeasuring 12.5 square meters each (be the same a little more or less) in the ground floor of the Property/New Building TOGETHER WITH ALL THAT the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Project (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written and hereinafter referred to as the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon)

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)**

1. The foundation columns beams support corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
2. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building other than those to be intended to be reserved for parking of motor cars or marked by the Seller for use of any co-owner.
4. Entrance lobby in the ground floors of the building.
5. Driveways in the ground floor of the said premises.
6. Staircase including landing on all the floors of the said building upto top floor.
7. Lifts and their accessories installations and spaces required therefore.
8. Standby diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said flat/unit to the extent allocated to the owners herein and/or in the other Flat/Units during power failure and generator room in the ground floor of the building complex.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Water pump and motor with installation and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units.
11. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
12. Water sewerage and drainage connection pipes from the Flats to drains and sewers to the municipal drain.
13. Common toilets in the ground floor of the premises.
14. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
15. Requisite arrangement of intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Windows/doors/grills and other fittings of the common area of the properties.
17. Boundary Walls.
18. Ultimate Roof and demarcated portion of the roof of the podium as well.
19. Fire Fighting system/control room.
20. Community Hall, Gym Room, Swimming Pool and Children's Play Area as provided in the First Schedule Property.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)**

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Sellers and/or the Holding Organization.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Apartment) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the Building by all parts of the Said Apartment as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the Purchaser to be enjoyed along with other co-occupiers.

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FIFTH SCHEDULE HERETO.

- ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(RULES/RESTRICTIONS)**

On and from the Possession Date the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchasers and/or co-Purchasers and the Sellers in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Sellers and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- c) TO ALLOW the Sellers and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Eighth schedule

hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Sellers and upon appointment of the FMC to such FMC.

- e) TO DEPOSIT the amounts reasonably required with the Sellers and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Apartment wholly and proportionately relating to the common parts.
- g) To use the said Apartment for residential purposes only and for no other purpose whatsoever or howsoever
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Apartment
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Apartment
- j) To keep the said Apartment in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Apartment

The Purchasers hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Apartment.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Apartment save and except at the places, which have been specified in the said Apartment for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Apartment or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- l) NOT to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said residential complex
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.

- o) NOT TO damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Sellers /FMC differs from the colour scheme of the building or deviation or which in the opinion of the Sellers /FMC may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Sellers and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Sellers / Architect / FMC.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Apartment any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Sellers /FMC and / or any concerned authority.
- t) THE Purchaser shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Sellers to the Purchaser and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and

shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
 - w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Sellers/FMC.
 - x) TO ABIDE by such building rules and regulations as may be made applicable by the Sellers and upon appointment of the FMC by such FMC.
 - y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
 - z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) In the event of non-payment of such services and maintenance charges the Purchasers shall be liable to pay interest at the rate of 15% per annum to the Sellers and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that event without prejudice to any other rights which the Sellers and or FMC shall be entitled to and the Purchaser hereby consents:
1. To discontinue the supply of electricity.
 2. To discontinue / disconnect the supply of water.
 3. To withhold the services of lifts to the Purchasers and the members of their families and visitors and the same shall not be restored until such time the Purchasers having made full payment of the amounts due with interest at the aforesaid rate.
 4. To discontinue the facility of DG power back-up.
- bb) In the event of non-payment of any of the amounts payable by the Purchaser to the Seller/FMC/Holding Organization, the SELLER / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

CAR PARKING:

- a. It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchasers shall be entitled to use or cause to be used the car parking space allotted to him/her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b. Parking of Car will be permitted only if specifically allotted. The said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- c. THE Purchasers shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s)
- d. THE Purchasers shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s)
- e. IN the event of the Purchasers washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchasers to clean up the entire space.
- f. THE Purchasers shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- g. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- h. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- i. MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE CHARGES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
10. Cleaning as necessary of the areas forming parts of the property.
11. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
12. Maintaining and operating the lifts.
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any apartment.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartment.

- 17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
- 19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- 20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
- 21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
- 22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for of the owners of the Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

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

SIGNED and DELIVERED by the SELLERS at Kolkata in the presence of :

WITNESSES:

SIGNED and DELIVERED by the PURCHASER/S at Kolkata in the presence of :

(_____)

(_____)

WITNESSES:

DATED THIS THE _____ DAY OF _____ '20__

B E T W E E N
INDRA CHANDRA GUPTA & ORS
.... SELLER

A N D

.... PURCHASER/S

DEED OF CONVEYANCE
PARNASREE GREEN
FLAT NO. __ - _____ FLOOR, TOWER – PG HEIGHTS
1476, UPENDRA NATH BANERJEE ROAD, KOLKATA - 700060