

CONVEYANCE

1. **Date :**
2. **Place :** Kolkata
3. **Parties :**
 - 3.1. **AJIT DAS** son of Surya Kumar Das, deceased (PAN NO. ADTPD3488R) (MOBILE NO. -----) by faith Hindu by occupation business and at present residing at Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South).
 - 3.2. **SMT. CHHANDA DAS** wife of Ajit Das (PAN NO. ACTPD7918F) (MOBILE NO. -----) by faith Hindu by occupation landholder and at present residing at Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South).

- 3.3. **AMIT KUMAR DAS** son of Ajit Das (PAN NO. AGAPD2886M) (MOBILE NO. -----) by faith Hindu by occupation business and at present residing at Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South).
- 3.4. **SMT. SUDESHNA DAS** wife of Amit Kumar Das (PAN NO. AREPD6307J) (MOBILE NO. -----) by faith Hindu by occupation business and at present residing at Garia Main Road, (Tentultala), P. O. Garia, P. S. Sonarpur, District-24 Parganas (South).
- 3.5. **BIPIN COMMERCIAL PVT. LT.D** a company incorporated under the Companies Act, 1956 and having its registered office at "LOVKUSH APARTMENT", Block-A, Garia Main Road, Kolkata-700 084, P. S. Sonarpur (PAN NO. AAECB6744M) (CIN NO.U52190WB2011PTC163699) being represented by its Director Smt. Sudeshna Das duly empowered and authorized on that behalf (PAN NO. AREPD6307J) (MOBILE NO. -----).
- 3.6. **SWAPNIL VINTRADE PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at RISHI APARTMENT, Ground Floor, Gaira Main Road, P. S. Sonarpur, Kolkata- 700 084 (PAN NO. AAQCS2906Q) (CIN NO. U52190WB11PTC163610) being represented by its Director Smt. Chhanda Das duly empowered and authorized on that behalf (PAN NO. ACTPD7918F) (MOBILE NO. -----).
- 3.7. **SATYEN VINCOM PVT. LTD.** a company incorporated under the Company incorporated under the Companies Act, 1956 and having its registered office at No. 32, Ezra Street, North Block, 11th floor, Kolkata- 700 001, P. S. Hare Street, (PAN NO. APQCS2912J) (CIN NO.U52190WB2011PTC163617) being represented by its director Amit Kumar Das duly empowered and authorized on that behalf (PAN NO. AGAPD2886M) (MOBILE NO. -----).

- 3.8. **GAJRUP DEALMARK PVT. LTD.** a company incorporated under the Company incorporated under the Companies Act, 1956 and having its registered office at No. FD-13, 1598, Rajdanga Main Road, Kolkata – 700 107, (PAN NO.AAECG6789P) (CIN NO. U51909WB2012PTC179308) being represented by its director Amit Das (PAN NO. AGAPD2886M) (MOBILE NO. -----) duly empowered and authorized on that behalf.
- 3.9. **IRFAN ALAM** son of Azizul Haque, deceased (PAN NO. ACSPA4943N) (MOBILE NO. -----) by faith Muslim by occupation landholder residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake.
- 3.10. **SMT. MEHNAZ KHATOON** daughter of Azizul Haque, deceased (PAN NO. DBOPK3275B) (MOBILE NO. -----) by faith Muslim by occupation landholder residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake.
- 3.11. **SMT. MEHRUNNISHA** daughter of Azizul Haque, deceased (PAN NO. AHQPN3888E) (MOBILE NO. -----) by faith Muslim by occupation landholder and all citizens of India and at present residing at Village-Brahmpure, P. O. & District-Chapra, P. S. Bhagwan Bazar, Bihar.
- 3.12. **SMT. ISHARAT NISHA** daughter of Azizul Haque, deceased (PAN NO. AJCPI2711F) (MOBILE NO. -----) by faith Muslim by occupation landholder and all citizens of India and at present residing at Village-Brahmpure, P. O. & District-Chapra, P. S. Bhagwan Bazar, Bihar.
- 3.13. **SMT. SUBKTARA KHATOON** daughter of Azizul Haque, deceased (PAN NO. CJFPK6782F) (MOBILE NO. -----) by faith Muslim by occupation landholder and all citizens of India and at present residing at Village-Brahmpure, P. O. & District-Chapra, P. S. Bhagwan Bazar, Bihar.

- 3.14. **ZAFRUN NISHA** daughter of Azizul Haque, deceased (PAN NO. BDAPN21445K) (MOBILE NO. -----) by faith Muslim by occupation landholder and all citizens of India and at present residing at Village-Brahmpure, P. O. & District-Chapra, P. S. Bhagwan Bazar, Bihar
- 3.15. **SMT. PARVEEN KHATOON** wife of Imran Alam, (PAN NO. AZBPK3167C) (MOBILE NO. -----) by faith Muslim and residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake.
- 3.16. **SMT. NOOR ZAHIDA KHATOON** daughter of Irfan Alam, (PAN NO. DQFPK9098J) (MOBILE NO. -----) by faith Muslim and residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake.
- 3.17. **NOOR TAHIRA KHATOON** daughter of Irfan Alam, (PAN NO. DQFPK9099K) (MOBILE NO. -----) by faith Muslim and residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake.
- 3.18. **SMT. MUMTAJ KHATOON** wife of Irfan Alam, (PAN NO. AXXPK3044J) (MOBILE NO. -----) by faith Muslim and residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake.
- 3.19. **IMRAN ALAM** son of Azizul Haque, deceased (PAN NO. BLLPA3483L) (MOBILE NO. -----) by occupation business, by faith Muslim and residing at Block-1B, 1/4, Sector-III, Salt Lake City, Kolkata 700 106, P. S. South Salt Lake.

(Collectively Owners and include their respective heirs, successors, legal representative successor-in-interest in office and/or assigns as the case may be) (the parties hereto being Nos. 3.10 to 3.19 being represented by their duly empowered and authorised constituted Attorney Irfan Alam being the party hereto No. 3.9).

- 3.20. **TODI CONSTRUCTION PRIVATE LIMITED**, (PAN NO. AAAct9689F) (CIN NO.U67120WB1996PTC076903) a Company incorporated under the Companies Act 1956, having its office at Plot No. FB -13, 1598, Rajdanga Main Road, Kolkata - 700107 P. S. Kasba, is being represented by its Director Manoj Todi (PAN NO.ABVPT0124C) (MOBILE NO.9830025089) duly empowered and authorised on that behalf.

(Developer includes its successors-in-interest in office and/or assigns).

- 3.21. -----, son of ----- by faith -----
-----, a citizen of India, and residing at No. -----
-----, P. S. -----, (PAN
NO. -----) (MOBILE NO. -----).

(Purchaser include his/her/their/its heirs, executors, successors, legal representatives, successor-in-interest and assigns).

(Owners, Developer and Purchaser hereinafter individually referred to as such and collectively as parties.)

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

4. **SUBJECT MATTER :**

- 4.1. **Said Flat: ALL THAT** residential Flat/Unit No. ----- on the --- floor of Block/Building No. --- of **SUNNY CREST** containing by ad-measurement a super built up area of ----- sq. ft. equivalent to carpet area of ----- sq. ft. be the same a little more or less more fully and particularly described and mentioned in the **PART-I** of the **SECOND SCHEDULE** hereunder written **THE SAID FLAT TOGETHER WITH** the car parking space No. ----- earmarked for the said Flat/Unit and situate in the ground floor of the said premises more fully and

particularly described and mentioned in the **PART-II** of the **SECOND SCHEDULE** hereunder written **THE SAID PARKING SPACE** and delineated and shown in the map or plan annexed hereto and enclosed thereon IN Red Border line forming part of the Project named **SUNNY CREST** (Said Complex) which is constructed on a plot of land situate in Mouza-Barhans Fartabad, P. S. and Sub-Registry Office-Sonarpur, District-24-Parganas, J. L. No. 47, Holding No.2726,Kalitala, Garia Kolkata-700084 Ward No. 29 (earlier ward no. 27) within Rajpur-Sonarpur Municipality containing by estimation an area of 103 Cottahs 14 Chittacks 27 Sq. ft. be the same a little more or less and comprised in RS Dag Nos. 1050,1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475 and 81 more fully and particularly described and mentioned in **PART-I** of the **FIRST SCHEDULE** hereunder written (**THE SAID PREMISES**).

- 4.2. **Land Share:** Undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Complex.
- 4.3. **Parking Space :** The right to park 1 (one) car in the covered/ open space on the ground floor in the Said Complex, described in Part-II of the Second Schedule below (Parking Space).
- 4.4. **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Premises as be attributable and appurtenant to the Said Flat (**Share In Building Common Portions**), being described in the **THIRD SCHEDULE** hereunder mentioned and such common areas, amenities and facilities (collectively **Building Common Portions**). The Share In Building Common Portions and the Share In Complex Common Portions (collectively **Share In**

Common Portions) and the Building Common Portions and the Complex Common Portions, described in the **THIRD SCHEDULE** hereunder (collectively **Common Portions**).

5. **BACKGROUND :**

5.1. **Absolute Ownership:** The Owners have represented to the Purchaser that by virtue of the happening of the events and in the circumstances more particularly mentioned and described in the **Part-II** of the **FIRST SCHEDULE** hereunder written (**Devolution of Title**) the Owners have become the full and absolute Joint Owners of the Said Premises free from all encumbrances and had been in uninterrupted peaceful possession thereof immediately preceding the execution of the development agreement.

5.2. **Development Agreement:** For the purpose of developing and commercially exploiting the Said Premises by construction a complex of building or blocks of buildings thereon comprising of self contained flats, apartments, units, showrooms, office spaces (**Collectively Flats/Units**) the Owners entrusted the work of construction and development of the Said Premises to the Developer on the terms, conditions recorded in writing dated 17th October, 2012 (**Development Agreement**). In terms of the development agreement the Developer become entitled to erect and construct building or buildings comprising of Flats or Apartments or Units at its own costs and expenses subject to obtaining building plan duly sanctioned from the appropriate Municipal authorities in the names of the Owners and has further become entitled to sell, transfer, encumber or otherwise alienate and dispose of the Flats, Units, Showrooms, office spaces, parking spaces and other saleable areas in the said building or buildings of the Said Premises in respect of the Owners' allocation comprising of 44% of the total built up area and/or in respect of the Developer's allocation comprising of 56% of the total built up area and to appropriate the entire consideration thereof.

- 5.3. **Sanction Plan:** The Developer has got a building plan being Building Permit No. 1455/CB/29/43, dated 21st November, 2014 sanctioned by Rajpur Sonarpur Municipality subsequently revised building plan being Building Permit No.257/REV/CB/29/36 dated 25.01.2017 being sanctioned by Rajpur Sonarpur Municipality for construction of the building or buildings in the Said Project (**Include all sanctioned/permissible/Vertical/Horizontal/Extensions and modifications made thereto from time to time**).
- 5.4. **Announcement of Sale :** The Developer (acting on behalf of itself and the Owners) has formulated a scheme and announced sale of Flats to prospective Purchasers (**Transferees**).
- 5.5. **Application and Allotment to Purchaser:** The Purchaser, intending to be Transferees, upon full satisfaction of the Owners' title and the Developer's authority to sell, applied for purchase of the Said Flat and Appurtenances and the Developer has allotted the same to the Purchaser, who in due course entered into an agreement dated ----- (**Said Agreement**) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.6. **Construction of the Buildings in or upon the Said Premises:** The Developer has completed construction of the buildings in or upon the Said Premises in all respect.
- 5.7. **Conveyance to Purchaser:** In furtherance of the above, the Owners and the Developer are completing the sale of the Said Flats and Appurtenances in favour of the Purchaser, by these presents, on the terms and conditions contained herein.
- 5.8. **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Purchaser confirms that the Purchaser has accepted and agreed that the

following are and shall be the conditions precedent to this Conveyance.

5.8.1 **Understanding of Scheme by Purchaser:** The undertaking and covenant of the Purchaser that the Purchaser has understood and accepted the under mentioned scheme of development.

- a) **Development of the Project in or upon the Said Premises:** The Developer intends to develop the entirety of the Said Premises in due course and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- b) **Sanctioned Plans Independent:** In pursuance of such intention, the Sanctioned Plans of the Said Complex have presently been sanctioned by the concerned municipality.
- c) **Extent of Rights:** The rights of the Purchaser is limited to ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space and (4) the Share In Common Portions and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership contrary to the above.
- d) **Common Portions Subject to**
- e) **Change:** The Common Portions within the Said Complex shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Premises/Said Complex and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.

5.8.2 **Satisfaction of Purchaser :** The undertaking of the Purchaser to the Owners and the Developer that the Purchaser is

acquainted with, fully aware of and is thoroughly satisfied about the title to the Owners, right and entitlement of the Developer in the Said Premises/Said Complex, the Sanctioned Plans, all corresponding papers and/or permissions, the right of the Owners and the Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser and the negative covenants mentioned above and/or in the Said Agreement and/or elsewhere in this Conveyance and the Purchaser hereby accepts the same and shall not raise any objection with regard thereto on any account whatsoever.

- 5.8.3 **Rights Confined to the Said Flat and Appurtenances :** The undertaking of the Purchaser to the Owners and the Developer that the right, title and interest of the Purchaser is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Premises, the Said Building and the Said Complex to third parties at the sole discretion of the Developer, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 5.8.4 **Extension/Addition :** The undertaking of the Purchaser to the Developer that notwithstanding anything contained in this Conveyance, the Purchaser has no objection and shall under no circumstances has any objection to the Developer (i) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Premises/Said Complex including the Common Portions (2) modifying the Sanctioned Plans, as may be necessary in this regard (3) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions. It is clearly understood by the Purchaser that the Purchaser shall not have any right to erect any wall/boundary wall in the Said Premises and/or the Said Complex.

5.8.5 **Undertaking of the Purchaser** : The Purchaser further undertakes that in consideration of the Owners and the Developer conveying the Said Flat And Appurtenances to the Purchaser, the Purchaser has accepted the above conditions and have granted and shall be deemed to have granted to the Owners, the Developer and all successors-in-interest, unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces comprised in the Said Premises/Said Complex.

6. **Transfer :**

6.1 **Said Flat : ALL THAT** residential Flat/Unit No. ----- on the --- floor of Block/Building No. --- of **SUNNY CREST** containing by ad-measurement a super built up area of ----- sq. ft. Equivalent to carpet area _____ sq.ft be the same a little more or less more fully and particularly described and mentioned in the **PART-I** of **SECOND SCHEDULE** hereunder written **TOGETHER WITH** being car parking space No. ----- earmarked for the said Flat/Unit and situate in the ground floor of the said premises more fully and particularly described and mentioned in the **PART-II** of **SECOND SCHEDULE** hereunder written and delineated and shown in the map or plan annexed hereto and enclosed thereon in Red Border line forming part of the Project named **SUNNY CREST** (Said Complex) which is constructed on a plot of land situate in Mouza-Barhans Fartabad, P. S. and Sub-Registry Office-Sonarpur, District-24-Parganas, J. L. No. 47, Ward No. 29 (earlier ward no. 27) within Rajpur-Sonarpur Municipality containing by estimation an area of 103 Cottahs 14 Chittacks 27 Sq. ft. be the same a little more or less and comprised in RS Dag Nos. 1050,1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475 and 81 more fully and particularly described and mentioned in the **PART-I** of the **FIRST SCHEDULE** hereunder written.

- 6.1.1 **Land Share** : The Land Share, being undivided, impartible, proportionate and variable share in the land contained in the Said Premises, as be attributable and appurtenant to the Said Flat.
- 6.1.2 **Parking Space** : The Parking Space being the right to park 1(one) car, in the covered / open space on the ground floor in the Said Complex more fully and particularly described and mentioned in the **PART-II** of the **SECOND SCHEDULE** hereunder written.
- 6.1.3 **Share In Common Portions:** The Share In Common Portions, being the undivided, impartible, proportionate and variable share and/or interest in the Common Portions, as be attributable and appurtenant to the Said Flat, the Common Portions being described in the **THIRD SCHEDULE** hereunder written.

7 **Consideration and Payment :**

- 7.1 **Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made by the Owners and the Developer in consideration of a sum of Rs. -----(Rupees-----only) paid by the Purchaser to the Owners and the Developer as the case may be, receipt of which the Owners and the Developer hereby and by the Receipt of Consideration below, admit and acknowledge.

8 **Terms of Transfer :**

- 8.1 **Title, Sanctioned Plans and Construction** : The Purchaser has examined or caused to be examined the following and the Purchaser is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so :
- (a) The right, title, interest and authority of the Owners and the Developer in respect of the Said Premises, the Said Building and the Said Flat And Appurtenances.

- (b) The Sanctioned Plans sanctioned by the concerned municipality.
- (c) The construction and completion of the Said Building, the Common Portions, the Said Flat and the Parking Space including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Purchaser has measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms :** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is :

8.3.1 **Sale:** A sale within the meaning of the Transfer of Property Act, 1882.

8.3.2 **Absolute:** Absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions:** Subject to the terms and conditions of this conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **THIRD SCHEDULE** hereunder written, in common with the other co-owners of the Said Building, including the Owners and the Developer (if the Owners and/or the Developer retain any Flat in the Said Building).

8.4 **Subject to :** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to :

8.4.1 **Payment of Rates & Taxes :** The Purchaser regularly and punctually paying costs, expenses, deposits and charges for concerned municipality tax, Land Revenue (Khazna), surcharges,

levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances.

The Purchaser shall further be unequivocally liable for all taxes and statutory duties on account of GST, TDS and/or any other duties and/or impositions that may be made applicable on account of the consideration paid or payable in respect of the Flat or Unit intended to be acquired and purchased.

- 8.4.2 **Payment of Maintenance Charge :** The Purchaser regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Portions and the Specified Facilities, indicatively described in the **FOURTH SCHEDULE** hereunder written (collectively **Common Expenses/Maintenance Charge**).
- 8.4.3 **Stipulations :** Observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **FIFTH SCHEDULE** hereunder written.
- 8.4.4 **Observance of Covenants:** The Purchaser observing, performing and accepting the stipulations regulations and covenants (collectively **Covenants**), described in the **SIXTH SCHEDULE** hereunder written.
- 8.4.5 **Indemnification by the Purchaser :** Indemnification by the Purchaser about the Purchaser in faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder as well as under the Said Agreement. The Purchaser agrees to keep indemnified the Owners and the Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Developer and/or their successors-in-interest by reason of any default of the Purchaser.
9. **Possession :**
- 9.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat and Appurtenances has been handed over by the Developer to the

Purchaser, which the Purchaser admits, acknowledges and accepts.

10. **Outgoings :**

10.1 **Payment of Outgoings:** All panchyat taxes on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Purchaser (**Date of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoing, charges, taxes and levies relating to the Said Flat and Appurtenances from the Date of Possession shall be borne, paid and discharged by the Purchaser.

11. **Holding Possession :**

11.1 **Purchaser Entitled :** The Owners and the Developer hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Developer.

12. **Further Acts :**

12.1 **Owners and Developer to do:** The Owners and the Developer hereby covenant that the Owners and the Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or successors-in-interest of the Purchaser, do and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Flat And Appurtenances.

13. **Further Construction :**

- 13.1 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Purchaser specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act, which prevents or hinders such constructions. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.
14. **General :**
- 14.1. **Conclusion of Contract :** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2. **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the Said Agreement and/or any other documents executed prior to the date of this Conveyance.
15. **Interpretation :**
- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or

grammatical forms of that word or phrase shall be corresponding meaning.

- 15.4 **Documents:** A reference to a document includes all amendment and supplement to, or replacement or novation of that document.

FIRST SCHEDULE ABOVE REFERRED TO
(PART-I)
(SAID PREMISES)

ALL THAT piece or parcel of land heriditament and premises situate lying at Mouza-Barhans Fartabad, P. S. and Sub-Registry Office-Sonarpur, District-24-Parganas (South), J. L. No. 47, Holding No.2726, kalitala Garia Kolkata-700084 Ward No. 29 (earlier ward no. 27) within Rajpur-Sonarpur Municipality containing by estimation an area of 103 Cottahs 14 Chittacks 27 Sq. ft. be the same a little more or less and comprised in RS Dag Nos. 1050,1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475 and 81, Together with building or structures standing thereon or on part thereof and butted and bounded in the manner hereinafter :

ON THE NORTH: By Municipal Road and portions of R. S. Dag Nos.1024, 1025(P), and 1026(P)

ON THE SOUTH: By Portions of Dag Nos. 1049, 1047, 1060/1985, 1061(P) and 1066.

ON THE EAST: By Portions of Dag Nos. 1015, 1055, 1057(P), and 1066 And

ON THE WEST: By Portions of Dag Nos. 1026(P), 1029, 1049, 1047, 1046, and 1060/1985.

FIRST SCHEDULE ABOVE REFERRED TO
(PART-II)
(DEVOLUTION OF TITLE)

1. By a Deed of Conveyance dated 22nd May, 2006 and made between Smt. Reba Ghosh Mondal therein described as the Vendor of the First Part and Ajit Das and Azizul Haque jointly therein described as the Purchasers of the Second Part and one Arun Kumar Ghosh alias Arun Ghosh therein described as the Confirming Party of the Third Part and registered in the office of ADSR Sonarpur District-24, Parganas (South) and recorded in Book No. I, being Deed No. 4302 for the year 2006 the said Smt. Reba Ghosh Mondal with the concurrence and confirmation of the Confirming Party namely Arun Ghosh sold, conveyed, transferred, assigned and assured unto and in favour of Ajit Das and Azizul Haque jointly and equally share of **ALL THAT** pieces and parcels of land hereditament and premises containing an area of 46 cottahs 10 chittacks and 23 sq. ft. be the same a little more or less situate and lying at Mouza-Barhans Fartabad, P. S. Sonarpur, District 24 Pargans (South) comprised in JL No. 47, Touzi No. 109 within Ward No. 27 of Rajpur Sonarpur Municipality and comprised in RS Dag Nos. 1054, 1058, 1052 (part), 1061 (part) and 1051 (part) appertaining to RS Khatian Nos. 338 & 475 for valuable consideration therein mentioned.
2. By a Deed of Conveyance dated 29th July , 2005 and made between Kashinath Sardar & Ors. therein described as the Vendors of the First Part and Amit Das and Irfan Alam jointly therein described as the Purchasers of the Other Part and registered in the office of ADSR Sonarpur District-24, Parganas (South) and recorded in Book No. I, being Deed No. 6297 for the year 2005 the said Kashinath Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of Amit Das and Irfan Alam joint and absolute right and interest of and in **ALL THAT** land hereditament and premises containing an aggregate area of 23 cottahs 15 chittacks and 29 sq. ft. be the same a little more or less and cormprised in RS Dag No. 1050 measuring 12 cottahs 1 chittack approximately, RS Dag No. 1052 (Part) measuring 4 cottahs 10 chittaks and 22 sq. ft. approximately and RS Dag No. 1053 measuring 7 cottahs 4 chittakcs and 7 sq. ft. approximately appertaining to all R. S. Khatian No. 338 situate and lying at Mouza-Barhans Fartabad, P. S. Sonarpur, District 24 Pargans (South) comprised in JL No. 47, Touzi No. 109 within Ward No. 27 of Rajpur Sonarpur Municipality, for valuable consideration therein mentioned.
3. By a Bengali Deed of Conveyance dated 26th April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively referred to as the Vendors of the One Part and Ajit Das

and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6089 for the year 2005 read with a Deed of Declaration dated 3rd May, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. IV being Deed No. 852 for the year 2010 the said Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 1 cottahs 7 chittacks and 27 sq. ft. being 12 ft. wide common passage used for ingress and egress be the same a little more or less and comprised in RS Dag Nos. 1022, 1023 and 1025, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).

4. By a Bengali Deed of Conveyance dated 26th April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively referred to as the Vendors of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6090 for the year 2005 read with a Deed of Declaration dated 3rd May, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. IV being Deed No. 851 for the year 2010 the said Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. being 12 ft. wide common passage used for ingress and egress be the same a little more or less and comprised in RS Dag No. 1059, appertaining to RS Khatian No. 209 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
5. By a Bengali Deed of Conveyance dated 26th April, 2005 and made between Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the First Part and Joydeb Sardar, Ananta Sardar therein described as the Vendors of the Second Part and Pradip Sardar therein described as the Confirming Party of the Third Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6091 for the year 2005 the said Joydeb Sardar & Anr. with the confirmation of Pradip Sardar for

valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 1 cottahs 5 chittacks and 23 sq. ft. more or less being used for passage in ingress and egress containing 12 ft. X 84.6" out of which Joydeb Sardar conveyed 11 chittacks 42 sq. ft. and Ananta Sardar conveyed and transferred 9 chittacks 36 sq. ft. of land and comprised in RS Dag No. 1025, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).

6. By a Bengali Deed of Conveyance dated 26th April, 2005 and made between Joydeb Sardar, Ananta Sardar and Pradip Sardar therein collectively referred to as the Vendors and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6092 for the year 2005 read with a Deed of Declaration dated 9th April, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 853 for the year 2010 the said Joydeb Sardar & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 28^{1/2} satak equivalent to 17 cottahs 4 chittacks be the same a little more or less and comprised in RS Dag No. 1057, appertaining to RS Khatian No. 80, Holding No. 3584, Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) whereby and whereunder the said Ajit Das and Azizul Haque, since deceased jointly acquired the said land each of them having an undivided half part or share therein.
7. By a Bengali Deed of Conveyance dated 26th April, 2005 and made between Pradip Sardar therein referred to as the Vendor of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6093 for the year 2005 and read with Deed of Declaration dated 3rd May, 2010 and registered in the office of the ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. IV being Deed No. 854 for the year 2010 the said Pradip Sardar for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 4 cottahs 4 chittacks and 27

sq. ft. be the same a little more or less and comprised in RS Dag No. 1025, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).

8. By a Bengali Deed of Conveyance dated 26th April, 2005 and made between Pradip Sardar therein referred to as the Vendor of the One Part and Ajit Das and Azizul Haque, since deceased therein jointly described as the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I being Deed No. 6187 for the year 2005 the said Pradip Sardar for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured amongst other properties of **ALL THAT** piece and parcel of land containing an area of 7 chittacks be the same a little more or less and comprised in RS Dag No. 1023, appertaining to RS Khatian No. 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South).
9. In the premises Ajit Das, Azizul Haque, since deceased, Amit Das and Irfan Alam jointly became entitled to as the full and absolute joint Owners of ALL THAT land hereditament and premises containing by estimation an aggregate area of 103 cottahs 14 chittacks 17 sq.ft. be the same a little more or less and comprised in R.S. Dag Nos. 1050, 1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475, and 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written.
10. On the intestate demise of Azizul Haque his undivided half share which he acquired in **ALL THAT** pieces and parcels of land aggregating 79 cottahs 14 chittacks 33 sq.ft. comprised in RS Dag Nos. 1054, 1058, 1052(p), 1061(p), 1051(p), 1025, 1057(p), 1059, 1023, 1022 and 1026 appertaining to RS Khatian No. 81, 338 and 475 devolved unto his legal heirs and representatives namely Smt. AJBUN NISHA (wife) IRFAN AALM, IMRAN ALAM (sons), SMT. MEHNAZ KHATOON, SMT. MEHRUNNISHA KHATOON, SMT. ISHARAT NISHA KHATOON, SMT. SUBKTARA KHATOON, ZAFRUN NISHA KHATOON (daughters) jointly whereby and whereunder the sons have acquired 1/5th part or share each and the wife and the daughters have acquired 1/10th part or share each of and in the

undivided half of the property left behind by the said Azizul Haque, deceased.

11. The said Ajbun Nisha the widow of Azizul haque, deceased died intestate some time in or about 7th December, 2010 whereupon her undivided 1/10th part or share devolved unto her sons and daughters name in the preceding paragraph above whereby and whereunder her two sons have acquired an undivided 2/9th part or share each and the daughter have acquired an undivided 1/9th part or share each in the property and/or in the undivided interest left by their mother.
12. Thus the said IRFAN AALM, IMRAN ALAM, SMT. MEHNAZ KHATOON, SMT. MEHRUNNISHA KHATOON, SMT. ISHARAT NISHA KHATOON, SMT. SUBKTARA KHATOON, ZFRUN NISHA KHATOON, SMT. PARVEEN KHATOON, SMT. NOOR ZAHIDA KHATOON jointly became seized and possessed of or otherwise well and sufficiently entitled to the undivided half share of the said Azizul Haque, deceased of and in the land hereditament and premises containing an area of 79 cottahs 14 chittacks and 33 sq. ft. more or less in Mouza-Barhans Fartabada, P. S. & ADSR Sonarpur, District- 24 Parganas (South) and comprised in RS Dag Nos. 1054, 1058, 1052(p), 1061(p), 1051(p), 1025, 1057(p), 1059, 1023, 1022 and 1026 appertaining to RS Khatian No. 81, 338 and 475 hereinafter for the sake of brevity referred to as the undivided half share of Azizul Haque, deceased.
13. By a deed of gift dated 27th December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14103 for the year 2011 and made between Ajit Das therein described as the Donor of the One Part and Smt. Chhanda Das therein described as the Donee of the Other Part the said Ajit Das for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife grant, transfer, assign and assure by way of gift his undivided half share of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 3 cottahs 4 chittacks and his undivided half share of land comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 7 cottahs 13 chittacks and 38 sq. ft. more or less aggregating 11 cottahs 1 chittak and 38 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South).

14. By a deed of gift dated 27th December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14102 for the year 2011 and made between Irfan Alam & Ors. therein described as the Donor of the One Part and Smt. Noor Zahida Khatoon therein described as the Donee of the Other Part the said Irfan Alam & Ors. out of their natural love and affection and for diverse good causes and considerations thereunto moving grant, transfer, assign and assure by way of gift their undivided 1/4th part or share or interest out of the said undivided share of Azizul Haque, deceased of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 1 cottahs 10 chittacks more or less and comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 3 cottahs 14 chittacks and 41 sq. ft. more or less aggregating 5 cottahs 8 chittak and 41 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of the said undivided half share of the Azizul Haque of and in the said Dag Nos.
15. By a deed of gift dated 27th December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14104 for the year 2011 and made between Irfan Alam & Ors. therein described as the Donor of the One Part and Smt. Parveen Khatoon therein described as the Donee of the Other Part the said Irfan Alam & Ors. out of their natural love and affection and for diverse good causes and considerations thereunto moving granted, transferred, assigned and assured by way of gift their undivided 1/4th part or share or interest out of the said undivided share of Azizul Haque, deceased of and in the land hereditament and premises comprised in part of RS Dag No. 1052 (part) appertaining to RS Khatian No. 338 containing an area of 1 cottahs 10 chittacks more or less and comprised in RS Dag No. 1054 appertaining to RS Khatian No. 338 containing an area of 3 cottahs 14 chittacks and 41 sq. ft. more or less aggregating 5 cottahs 8 chittak and 41 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of the said undivided half share of the Azizul Haque of and in the said Dag Nos.

16. By a deed of gift dated 27th December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14101 for the year 2011 and made between Amit Kumar Das therein described as the Donor of the One Part and Smt. Sudeshna Das therein described as the Donee of the Other Part the said Amit Kumar Das for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife granted, transferred, assigned and assured by way of gift his undivided half share of **ALL THAT** piece and parcel of Land measuring 2 cottahs 5 chittakcs and 11 sq. ft. approximately and comprised in RS Dag No. 1052 (part) appertaining to R S Khatian No. 338 and measuring 3 cottahs 10 chittaks and 4 sq. ft. approximately in RS Dag No. 1053 appertaining to RS Khatian No. 338 aggregating 5 cottahs 15 chittaks and 15 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share in the said Dag Nos.
17. By a deed of gift dated 27th December, 2011 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 14105 for the year 2011 and made between Irfan Alam therein described as the Donor of the One Part and Smt. Mumtaz Khatoon therein described as the Donee of the Other Part the said Irfan Alam for diverse good causes and considerations thereunto moving and out of his natural love and affection which he bear for his wife granted, transferred, assigned and assured by way of gift his undivided half share of **ALL THAT** piece and parcel of Danga Land measuring 2 cottahs 5 chittakcs and 11 sq. ft. approximately and comprised in RS Dag No. 1052 (part) appertaining to R S Khatian No. 338 and measuring 3 cottahs 10 chittaks and 4 sq. ft. approximately in RS Dag No. 1053 appertaining to RS Khatian No. 338 aggregating 5 cottahs 15 chittaks and 15 sq. ft. in the said two contiguous of land situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share in the said Dag Nos.
18. By a deed of gift dated 27th January, 2012 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 460 for the year 2012 and made between Smt. Chhanda Das therein described as the Donor of the One Part and Mrinal Kanti Bhowmik therein described as the Donee

of the Other Part the said Smt. Chhanda Das for diverse good causes and considerations thereunto moving and out of his natural love and affection and for diverse good, causes and consideration thereunto moving granted, transferred, assigned and assured by way of gift **ALL THAT** undivided and undemarcated piece and parcel of Land measuring an area of 1 cottah 10 chitacks be the same a little more or less and comprised in RS Dag No. 1052 appertaining to R S Khatian No. -338 and Land measuring an area of 3 cottah 14 chitacks 41 sq.ft. be the same a little more or less and comprised in RS Dag No. 1054 appertaining to R S Khatian No. – 338 aggregating to 5 cottahs 8 chitacks 41 sq.ft. be the same a little more or less, and situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South).

19. By a deed of gift dated 7th June, 2012 and registered in the office of ADSR Sonarpur, District-24 Parganas (South) and recorded in Book No. I being Deed No. 7529 for the year 2012 and made between Irfan Alam. therein described as the Donor of the One Part and Smt. Noor Tahira Khatoon therein described as the Donee of the Other Part the said Irfan Alam out of his natural love and affection and for diverse good causes and considerations thereunto moving grant, transfer, assign and assure by way of gift **ALL THAT** undivided and undemarcated piece and parcel of land containing by estimation an area of 6 cottahs more or less comprised in part of RS Dag No. 1050 appertaining to RS Khatian No. 338 situate within Mouza-Barhans Fartabad P. S. & ADSR Sonarpur, Ward No. 27 of Rajpur Sonarpur Municipality, District- 24 Parganas (South) out of his undivided half share of and in the said dag nos.
20. By a deed conveyance dated 6th June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Bipin Commercial Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 7533 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Bipin Commercial Pvt. Ltd. **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1057 appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 5 cottahs 13 chittacks

more or less out of the undivided half share or interest of the said Ajit Das.

21. By a deed conveyance dated 6th June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Satyen Vincom Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 7530 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Satyen Vincom Pvt. Ltd. **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1057 appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 2 cottahs 13 chittacks more or less and **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1059, appertaining to RS Khatian No. 80 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 3 cottahs more or less out of the undivided half share or interest of the said Ajit Das.
22. By a deed conveyance dated 6th June, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Swapnil Vintrade Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 7531 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Swapnil Vinted Pvt. Ltd. **ALL THAT** undivided and undemarcated part of premises comprised in RS Dag No. 1058 (part) appertaining to RS Khatian No. 338 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 3 cottahs 14 chittacks and 42 sq. ft. more or less and **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1061 (part), appertaining to RS Khatian No. 475 Holding No. 3584 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 1 cottah 14 chittacks and 3 sq. ft. more or less out of the undivided share or interest of the said Ajit Das.

23. By a deed conveyance dated 12TH October, 2012 and made between Ajit Das therein described as the Vendor of the One Part and Gajrup Dealmark Pvt. Ltd. therein described as the purchaser of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 12777 for the year 2012 the said Ajit Das for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the said Gajrup Dealmark Pvt. Ltd. **ALL THAT** divided and undemarcated part of premises comprised in RS Dag No. 1051 (part) appertaining to RS Khatian No. 338 Holding No. 2726 within Ward No. 29 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District 24 Parganas (South) containing by estimation an area of 5 cottahs 2 chitacks 22 sq.ft. within Rajpur Sonarpur Municipality.
24. By a Deed of Gift dated 11th September, 2015 and made between Mihir Kanti Bhowmick therein described as the Donor of the One Part and Smt. Chhanda Das therein described as the Donee of the Other Part and registered in the Office of ----- and recorded in Book No. I, being Deed No. ----- for the year 2015 the said Mihir Kanti Bhowmick out of his natural love and affection which he did bear for his sister Smt. Chhanda Das transferred, assigned, assured unto and in favour of Smt. Chhanda Das his 2.44% part or share out of 44% of the total super built up area as per the sanctioned FAR together with 2.44% out of 44% of the total car parking space containing a super built up area of 3586.31 sq. ft. be the same a little more or less.
25. Thus the Owners have become jointly seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners thereof **ALL THAT** piece and parcel of aggregated land containing by estimation an area of 103 cottahs 14 chittacks 17 sq.ft. be the same a little more or less together with the buildings and/or structures standing thereon and/or on part thereof and comprised in R.S. Dag Nos. 1050, 1052, 1053, 1025, 1057(P), 1059, 1023, 1022, 1026, 1054, 1051(P), 1061(P), and 1058 appertaining to RS Khatian Nos. 338, 475, and 81 within Mouza-Barhans Fartabad, J. L. No. 47 Ward No. 27 of Rajpur Sonarpur Municipality P. S. & ADSR Sonarpur, District-24 Parganas (South) more fully and particularly described and mentioned in the **PART-I** of the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the SAID PREMISES.

26. After purchasing or acquiring the SAID PREMISES, the Owners have duly applied to the Office of the concerned B. L. & L. R. O. and get his/her/their name mutated in the records maintained in the Office of the said B. L. & L. R. O. in respect of the SAID PREMISES and have been duly and punctually paying and discharging of rates, taxes and other outgoings concerning or relating to the SAID PREMISES and has been holding and possessing the SAID PREMISES without any interruption, obstruction or demur as the full and absolute joint Owners thereof.
27. By an agreement dated 17th October, 2012 made between the Owners and the Developer herein jointly formulated a scheme for development of the said premises on joint venture and for commercial exploitation thereof in mutual interest on the terms, conditions and stipulations contained therein and hereinafter for the sake of brevity referred to as the Development Agreement.
28. Under the said development agreement the Developer is vested with the obligation to take all necessary steps for preparation and sanction of the building plan and thereafter commence construction and/or erection of building or buildings upon demolition of the existing buildings and structures standing thereon and/or on part thereof and in terms whereof the Developer has caused a building plan to be prepared and sanctioned by the Rajpur-Sonarpur Municipality being building sanction permit No. 1455/CB/59/43 dated 21st November, 2014 issued in the name of the Owners.
29. The Developer thereafter has in due compliance with its obligation under the said Development Agreement commenced construction of the building or buildings comprising of several self contained flats and/or units for sale and commercial exploitation.
30. Under the said development agreement the Owners are entitled to 44% of the total built up area including 44% of the total car parking spaces (both open and covered) and equivalent undivided share in common areas, facilities, ultimate roof as also the land comprised in the said development scheme and the remaining 56% of the total built up area including 56% of the total car parking spaces (both open and covered) and equivalent proportionate share in common areas, facilities and ultimate roof including the land comprised in the said premises shall belong to the Developer.

31. It is further provided in the said development agreement that the Owners and/or the Developer as the case may be upon fulfillment of the terms, conditions and stipulations particularly contained in the said development agreement shall be entitled to deal with their respective proportionate allocable areas unto and in favour of the intending Purchasers and shall also be entitled to receive consideration on account thereof with power to grant, discharge of the same in favour of the Purchasers and/or Transferee as the case may be subject to the corresponding obligation of the Owners and/or the Developer as the case may be to join such agreement and/or deed in concurrence and confirmation of such transfer and/or sell.

SECOND SCHEDULE ABOVE REFERRED TO
(PART-I)
(SAID FLAT)

ALL THAT residential Flat/Unit No. ----- on the --- floor of Block/Building No. --- of **SUNNY CREST** situate lying at Mouza-Barhans Fartabad, P. S. and Sub-Registry Office-Sonarapur, District-24-Parganas (South), J. L. No. 47, Holding No.2726, Kalitala Garia Kolkata-700084, Ward No. 29 within Rajpur-Sonarapur Municipality containing by ad-measurement a super built up area of ----- sq. ft. Equivalent to carpet area sq.ft be the same a little more or less.

SECOND SCHEDULE ABOVE REFERRED TO
(PART-II)
(CAR PARKING SPACE)

ALL THAT car parking space being No. ----- earmarked for the said Flat/Unit and situate in the ground floor of the Said Premises known as **SUNNY CREST**.

THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS AND FACILITIES)

1. The foundation, columns beams and supports.
2. Corridors, lobbies stairs stairways and landing.
1. Entrance lobby.
2. Lift & Stairs.

3. Drains and sewers from the building to the main municipal duct.
4. Water sewerage and drainage connection pipes for the units/flats/apartments to drain and sewers common to new buildings at the premises.
5. Generator.
6. Deep tube well.
7. Overhead water tank.
8. Kids play ground.
9. Community Hall.
10. The right of the Purchaser shall remain restricted to the particular unit and also the avail the common facilities but will have no rights over the open spaces roof and at which the Vendor shall be entitled to dispose of or sell or permit thereof in their absolute discretion.

FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES/MAINTENANCE CHARGES)

1. **Common Utilities** : All charges, costs and deposits for supply operation and maintenance of common utilities.
2. **Electricity** : All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Complex.
3. **Fire Fighting** : Costs of operating and maintaining the fire fighting equipments and personnel, if any.
4. **Association** : All operational expenses of an association, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 formed for the purpose of supervision of maintenance of the Said Building/Said Complex/Said Premises (**Association**).
5. **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
6. **Maintenance** : All costs for maintaining, operating, replacing repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and removing, etc. The Common Portions [including the exterior or interior (but not inside any Flat) walls of the Said Building/Said Complex] and the road network, water filtration plant etc.
7. **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network.

8. **Rates Taxes:** Municipal tax, surcharge, water tax and other levies in respect of the Said Building and the Said Complex save those separately assessed on the Purchaser.
9. **Staff :** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. Including their perquisites, bonus and other emoluments and benefits.

FIFTH SCHEDULE ABOVE REFERRED TO
(STIPULATIONS)

The Purchaser and the other co-owners shall allow each other, the Owners, the Developer and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same:

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities :** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection:** Right of support, shelter and protection of each portion of the said Building/Said Premises by other and/or others thereof.
4. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof:** Right of access to the Common Roof.

SIXTH SCHEDULE ABOVE REFERRED TO
(COVENANTS)

Note : For the purpose of this **Schedule**, the expression Owners shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Purchaser elsewhere in this Conveyance.

1. **Purchaser is Aware of and Satisfied with the Said Complex and the Construction :** The Purchaser is fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Portions and all other ancillary matters and also further waive the right, if any, to do so. The Purchaser has examined and is acquainted with the Said Building to the extent already constructed and to be further constructed and have agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Said Building/the said Complex/the Said Premises **save and except** the Said Flat and Appurtenances.
2. **Purchaser to Mutate and Pay Rates & Taxes :** The Purchaser shall (1) pay the Rates & Taxes (proportionately for the Said Building and/or the Said Complex and wholly for the Said Flat And Appurtenances, from the Date of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Purchaser), on the basis of the bills to be raised by the Developer/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof and (2) have mutation completed at the earliest. The Purchaser further admits and accepts that the Purchaser shall not claim any deduction or abatement in the bills of the Developer/or the Association (upon formation).
3. **Purchaser to Pay for Maintenance Charges :** Subject to the provisions of Clause 8.4.2 above, the Purchaser shall pay the Maintenance Charges, on the basis of the bills to be raised by the Developer/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that (1) the Purchaser shall not claim any deduction or abatement in the bills relating to Maintenance Charges and (2) the Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Association (upon formation).
4. **Purchaser to Pay Interest for Delay and/or Default :** The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Association (upon formation), within 7 days of presentation thereof, failing which

the Purchaser shall pay interest @ 18% per month or part thereof (compoundable monthly), from the date of default till the date of payment, to the Developer/ the Association (upon formation), as the case may be. The Purchaser also admits and accepts that in the event such bills remain outstanding for more than 3 months, all common services shall be discontinued to the Purchaser and the Purchaser shall be disallowed from using the Common Portions.

5. **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Purchaser to the Developer provide however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
6. **No Obstruction by the Purchaser in Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Premises and the Purchaser shall not obstruct or object to the same. The Purchaser also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilise the Common Portions for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.
7. **No Rights of or Obstruction by the Purchaser:** All open areas in the Said Premises proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Conveyance and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
8. **Variable Nature of Land Share and Share In Common Portions:** The Purchaser fully comprehends and accepts that (1) the Land Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building (2) if the area of the Said Building/Said Complex is recomputed by the Developer (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchaser), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Purchaser shall not question any variation (including diminution) therein (3) the Purchaser shall not demand any refund of the Total Price paid by the Purchaser on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share

In Common Portions are not divisible and partible and the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

9. **The Purchaser to Participate in Formation of Association:** The Purchaser admits and accepts that the Purchaser and other intending buyers of Flats in the Said Complex shall form the Association and the Purchaser shall become a member thereof. The Purchaser shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications all other papers, declarations and documents as may be required. Notwithstanding formation of the Association. Each Flat Owner will be entitled to cast a vote irrespective of his/her/its size of Flat.

10. **Obligations of Purchaser :** The Purchaser shall
 - (a) **Co-operate in the Management and Maintenance:** cooperate in the management and maintenance of the Said Building, the Said Complex by the Developer/the Association (upon formation).
 - (b) **Observing Rules:** observe the rules framed from time to time by the by the Developer/the Association (upon formation) for the beneficial common enjoyment of the Said Building and the Said Complex.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions from the Date of Possession.
 - (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Flat Owners. The main electric meter shall be installed only at the common meter space in the Said Premises. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the said Building save in the manner indicated by the Developer/ the Association (upon formation).

- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Purchaser uses or allows the Said Flat to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the said Building and(2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Purchaser makes any alterations/changes, the Purchaser shall compensate by the Developer/the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Purchaser shall not install grills on the railings of the balcony and/or outside windows, in any form or manner. Grills may only installed by the Purchaser on the inner side of the doors and windows of the Said Flat. The Purchaser shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Purchaser that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Purchaser shall install the out-door unit of the same either inside the Purchaser's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only such ledge and at no other place. The Purchaser shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Purchaser accepts that the aforesaid covenants regarding air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not to sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not to change/alter/modify the name of the Said Building and the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not to use the Said Flat or the Common Portions or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Sellers and the other occupants of the Said Building and/or neighbouring property owners and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No obstruction to Developer/Association:** not to obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Building and/or the said Complex/the Said Premises and selling or granting rights to any person on any part of the Said Building/the Said Complex/the Said Premises (excepting the Said Flat and the Parking Space, if any).
- (m) **No obstruction of Common Portions/Specified Facilities:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (n) **No Violating Rules:** not to violate any of the rules and/or regulations laid down by the Developer/the Association (upon formation) for the use of the Common Portions.
- (o) **No Throwing Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
- (p) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, or the Common Portions.
- (q) **No Storing Hazardous Article:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.

- (r) **No Signage:** not to put up or affix and sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/the Said Building/the Said Complex save at the place or places provided therefor provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Flat.
 - (s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or operate any machine save usual home appliances.
 - (t) **No Installing Generator:** not to install or keep or run any generator in the Said Flat and the Parking Space, if any.
 - (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
 - (v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Flat.
 - (w) **No Damage to Common Portions :** not to damage the Common Portions in any manner and if such damage is caused by the Purchaser and/or family members, invitees or servants of the Purchaser, the Purchaser shall compensate for the same.
 - (x) **No Hanging Clothes:** not to hang or cause to be hung clothes from the balconies of the Said Flat.
11. **No Objection to Construction:** The Purchaser has accepted the scheme of the Developer to construct on other portions of the Said Premises and hence the Purchaser has no objection to the continuance of construction in the Said Complex/the Said Premises, even after date of possession. The Purchaser shall not raise any objection to any inconvenience that may be suffered by the Purchaser due to and arising out of the said construction activity.
12. **Notification Regarding Letting:** If the Purchaser lets out or sells the Said Flat and Appurtenance, the Purchaser shall immediately notify the Association (upon formation) of the tenant's/transferee's address and telephone number.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the ---- day of-----2018.

SIGNED SEALED AND DELIVERED by
Owners at Kolkata in the presence of :

SIGNED SEALED AND DELIVERED by
Developer at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of:

W I T N E S S E S

MEMO OF CONSIDERATION

RECEIVED this day from the
Within-named Purchaser Rs.
----- (Rupees -----)
being the within mentioned Consideration in the
manner specified hereunder : Rs.

B E T W E E N
AJIT DAS & ORS.
A N D
TODI CONSTRUCTION PVT. LTD.
A N D
DEED OF CONVEYANCE
AND

T. C. RAY & CO.
Solicitors & Advocates
6, Old Post Office Street
Calcutta.