

DEED OF CONVEYNACE

This DEED OF CONVEYNACE is executed on this [___] day of [_____], 2021

BY AND BETWEEN

OWNERS/ VENDORS:

- 1) **M/s OM TOWERS (P) LIMITED** a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 6, Post Office - General Post Office, Police Station– Hare Street, Kolkata–700001, West Bengal having CIN U45201WB1996PTC081119 and **PAN No. AAACO3421E**, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakaash Chand Bhutoria working for gain at OM TOWERS Private Limited and having PAN AFVPB8282R, by faith – Hindu, by occupation – Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, and
- 2) **M/s CHARLES COMMERCIAL PVT. LTD,** a Company incorporated under the Companies Act, 1956 having its registered office at 12A, Netaji Subhas Road, Ground Floor, Room No. 07, Post Office-General Post Office, Police Station–Hare Street Kolkata-700001 having CIN U70100WB1996PTC081136 AND **PAN AABCC2791A**, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Mr. Prakaash Chand Bhutoria working for gain at M/s Charles Commercial Pvt. Ltd, and having PAN AFVPB8282R, by faith – Hindu, by occupation – Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071 and
- 3) **M/s TIRUPATI CARRIER LIMITED,** a company incorporated under the companies Act 1956 having its registered office at 23 A.N S Road, 4th Floor, Room No. 6, Kolkata West Bengal 700001 IN having CIN - U63013WB2002PLC095192 and **PAN- AABCT9173B** and, represented by its director **MR. LALIT KUMAR BHUTORIA,** son of Mr. Prakaash Chand Bhutoria working for gain at Tirupati Carrier Limited and having PAN AFVPB8282R, by faith –Hindu, by Occupation- Business, residing at 4 Pretoria street, P.O. Middleton Row, P.S. Shakespeare Sarani , Kolkata-700071 and
- 4) **M/s TIRUPATI ENCLAVE PVT LTD,** a company incorporated under the companies Act, 1956 having its registered office at 23 A.N S Road, 4th Floor, Room No. 18, Kolkata West Bengal 700001 IN having CIN - U70101WB1996PTC081139 and **PAN AABCT1390G** and, represented by its directors **MR. ARRUN BHUTORIA,** son of Late Summer Mull Jain working for gain at Tirupati Enclave Pvt Ltd and having PAN - ADBPJ8895J , by faith–Hindu, by Occupation- Business,

residing at 4 Pretoria street, P.O. Middleton Row, P.S. Shakespeare Sarani , Kolkata-700071 and

- 5) **SHIV NIKETAN LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, P.O Rsapunja, Police Station Bishnupur, Dist. South 24 Paraganas, Kolkata 700 001 having CIN-U70101WB1996PLC081121 and **PAN AAACO33421E** and represented by its director **MR. LALIT BHUTORIA**, son of Prakaash Bhutoria working for gain a Shiv Niketan Limited and having PAN- AFVPB8282R, by faith – Hindu, by occupation – Business, residing at 4 Pretotia Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071 hereinafter collectively referred to as “**THE OWNERS/PRINCIPALS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successors-in-office/interest and/or assigns) of the **FIRST PART**.

AND

PROMOTER:

- 6) **M/s SMJ EXIMP LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 23 A.N S Road, 4th Floor, Room No. 6, Kolkata West Bengal 700001 IN having CIN U70102WB1988PLC045113 and PAN AAHCS2567G, represented by its director **MRS. KANTA BHUTORIA**, wife of Prakaash Bhutoria working for gain at M/s SMJ Eximp Ltd, and having PAN AEOPB5052R, by faith – Hindu, by occupation – Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071 hereinafter referred to as “**THE DEVELOPER/ATTORNEY**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **SECOND PART:**

ALLOTTEES:

- (1)hereinafter collectively referred to as “ALLOTTEESS”(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successor-in-office/interest and/or assigns) of the **SECOND PART**

WHEREAS:

A. The Vendor No. 1 herein Om Towers Private Limited become absolute land measuring 133.3 decimals which is in following manner:

R.S. Dag No.	L.R. Dag no.	Khatiyani No.	Deed No.	Area
79	79	53	4806/13	44.00
		402		
		452		
		557		
		639		
84	84	451	4806/13	2.30
85	85	668	4806/13	0.40
		275		
		74		
		74		
		1051,74		
86	86	832	4806/13	5.00
		775		
		922		
		906		
		37		
		935		
		229		
		87		
87	87	775	4806/13	66.20
		922		
		906		
		37		
		935		
		229		
		88		
89	89	289	4806/13	4.00
90	90	289	4806/13	4.00

94	94	451	4806/13	6.20
Total				133.3

B. The Vendor No. 2 herein Charles Commercial Private Limited become absolute land measuring 109.3 decimals which is in following manner:

R.S. Dag No.	L.R. Dag No.	Khatiyani No.	Deed No.	Area
76	76	1243	3312/14	15.00
77	77	1243	3312/14	13.00
78	78	1243	3312/14	27.00
80	80	125	3768/14	51.90
		480		
		697		
		712		
93	93	1243	3323/14	2.40
Total				109.3

C. Vendor No. 3 herein Tirupati Carrier Limited become absolute land measuring 4.30 decimals which is in following manner:

R.S. Dag No.	L.R. Dag No.	Khatiyani No.	Deed No.	Area
82	82	448	161300166/16	4.30
Total				4.30

D. Vendor No. 4 herein Tirupati Enclave Private Limited become absolute land measuring 17.00 decimals which is in following manner:

R.S. Dag No.	L.R. Dag No.	Khatiyani No.	Deed No.	Area
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88/1049	88/1049	753	3288/14	5.00
		682	326/14	6.00
		341	3287/14	6.00
Total				17.00

E. Vendor No. 5 herein Shiv Niketan Limited become absolute land measuring 60.3 decimals which is in following manner:

R.S. Dag No.	L.R. Dag No.	Khatiyon No.	Deed No.	Area
81	81	24	161301818/16	24.40
83	83	10	1171/09	5.10
89	89	289	2479/10	2.00
90	90	289	2479/10	2.00
91	91	24	161301818/16	26.80
Total				60.3

Lying and situated at Mouza- Uttar kajirhat, J.L.No.22, 24 Paraganas (South), within the limits of Paschim Bishnupur Gram Panchayat, P.S. Bishnupur, District South 24 Parganas, West Bengal, India.

AND WHEREAS said present vendor become absolute sole owner of said property and it change character to sali to bastu and said company recorded its name in L.R Parcha and its paid taxes regularly to the appropriate authority.

AND WHEREAS the Owner are desirous for the developing of its said property by constructing Bungalow Project herein according to modern taste, design and architecture in accordance with Sanction Plan that has been already sanctioned by the Paschim Bishnupur Gram Panchayat and Zilla Parisad, Plan No. ___/___/KMDA dt._____ at the cost of owner herein

AND WHEREAS now the present Vendor herein intend to sell the Schedule mentioned Property mentioned in the Second Schedule property at a consideration price total consideration Rs.() only and Purchaser accepted the said proposal and agreed to purchase the Bungalow being no..... measuring cottah of land Sq.ft. built up area at the Ground Floor and Sq. Ft. First Floor of the mentioned in the First Schedule hereunder written

AND WHEREAS subsequently the PURCHASER i.e. the party of the Second Part herein after knowing the said intention and entered into an agreement on agreed to purchase the aforesaid self-contained Bungalow on the cottah of land Sq.ft. built up area at the Ground Floor and Sq. Ft. First Floor the Bungalow Project mentioned in the First Schedule herein above together with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available in the said building of said Premises at and for a total consideration of Rs./- (Rupees) only

AND WHEREAS accordingly, the said PURCHASER herein entered into an agreement on and on the basis of the said agreement has already paid the entire consideration amount amounting to Rs/- (Rupees.....) only to the Vendor/owner herein time to time as per Memo of Consideration hereunder written.

NOW THIS INDENTURE WITNESSETH THAT in consideration of total sum of Rs...../- (Rupees) only lawful money of the well and truly paid by the Purchaser to the Vendor at or before the execution of this presence. (The receipt whereof the Vendor doth hereby admit, acknowledge as per Memo of Consideration hereunder written and to have received and of and from the same and every part thereof acquit release and forever discharged the Purchaser of the said Bungalow with undivided proportionate share of land with all common facilities and amenities attached to then described in the Second Schedule along with a common areas and facilities available in the said project, more fully and elaborately described in the Third Schedule hereunder written and also the right, title, interest of the Vendor hereby sold and transferred in favour of the Purchaser herein into and upon the said Bungalow WITH all other ways, path, passage, swears, advantages and appurtenances whatsoever to the said Bungalow Project belonging to or in anywise appertaining thereto or reputed to belong or be known as part and parcel of or member thereof or held use or enjoy herewith or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof and every part thereof portions thereof TOGETHER WITH the right to use the common areas and egress out of the said Bungalow more or less more fully mentioned in the Second Schedule hereunder and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised in the said Bungalow Project morefully described in the Third Schedule hereunder written and also all the right, title and interest of the Vendor hereby sold and transferred unto and in favor of the Purchaser herein into or upon the said Bungalow and TOGETHER WITH all other ways, paths, passages, sewers, advantages and appurtenant whatsoever to the said Bungalow

belonging to or in anywise appertaining thereto or reputed to belong or be known as part or parcel or member thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents, issues and profits thereof and every part thereof or portions thereof TOGETHER WITH the right to use the common areas and paths and passages for the purpose of free ingress and egress out of the Bungalow and every part or portions thereof in common with the other owners and occupiers of the said building and all the rights of easements, quasi-easements and stipulations and provisions in connection with the beneficial use and enjoyment of the said Bungalow and the essential service and amenities appertaining thereto and all the deeds, pattahs, documents, writings and other evidence of title exclusively relating to the said premises and/or the said Bungalow which is now are or in the custody/possession and control of the said owners or which the Vendor can procure without any suit or action AND ALL the estate, right, title, interest property, claim and demand whatsoever of the said Vendor into or upon the said Bungalow and every part or portion thereof TO HAVE AND TO HOLD the said Bungalow hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be with all rights, benefits, members easements and appurtenances thereto unto and to the use of the Purchaser herein absolutely and forever SUBJECT HOWEVER to the Purchaser making payment of the proportionate or apportioned share of the maintenance charges and statutory rates, taxes and impositions in respect of the said Bungalow BUT OTHERWISE free from all encumbrances, charges, attachments, liens, whatsoever SUBJECT HOWEVER to the various easement and quasi easement and/or restrictions provided for in the said building for the purpose of beneficial use and enjoyment of the said Bungalow AND free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise well and sufficiently indemnified from against all manner of estate claim charges lien attachments and encumbrances created made done executed or suffered by the said owners AND the Vendor hereby further covenant with the Purchaser herein that the said owner and all the persons claiming through under or in trust for the Vendor shall and will from time to time and at all material times hereafter and at the request an cost of the Purchaser herein make do execute or cause to be done and executed all such further and other lawful acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said Bungalow hereby sold transferred conveyed and granted or expressed or intended so to be unto and to the use of the Purchaser herein in the manner as aforesaid.

THE VENDOR DOTH HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:—

a) The notwithstanding any act, deed or thing or committee suffered by the vendors to the contrary the vendors is lawfully rightfully and/or absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Bungalow hereby sold, conveyed, transferred and assigned free from all encumbrances and liabilities whatsoever and that the vendor has full power and absolute and indefeasible right and authority to sell, convey, transfer and assign the said Bungalow unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

b) That it shall be lawful for Purchaser at all times hereafter peaceably and quietly to enter into and to hold occupy and enjoy the said Bungalow and to receive rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Vendor and/or any person or persons claiming any estate, right, title and interest from under through or in trust for the vendor and Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title, charges encumbrances and liabilities whatsoever made upon done execute or occasioned by the vendor.

c) The Vendor and all persons claiming any right, title or interest in the said Bungalow through from under or in trust for the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the cost and expenses of the Purchaser make do acknowledge and execute or cause to be made done acknowledge and executed all such further acts, deeds, matters and things for further assuring the said Bungalow unto the Purchaser as may be required.

2 THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :-

a) From and after the date of receipt delivery of possession of the said Bungalow the Purchaser shall not be entitled for partition of the said Bungalow by metes and bounds.

b) The Purchaser or their servants and agent shall not in any way obstruct or causes to be obstructed the common passages, landings area, stair case of the property nor store therein any rubbish or other materials goods of furniture's nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common conveniences of the said property be in any way prejudicially affected or vitiated.

c) The Purchaser shall not allow any occupier of the sold Bungalow to demolish or remove or caused to be demolished or removed any structure roofs, ceilings, walls, doors and windows

in or about the said property PROVIDED THAT nothing herein contained prevent the Purchaser or the occupiers to decorate in the same good condition, state and other in which the same shall be delivered to her and shall abide by all laws, bye- laws, rules and regulations of the Government, Kolkata Municipal Corporation and/or any other authorities and local body and shall attend, answer and be responsible for all deviations violations and breach of any of the conditions or laws or rules and regulations and shall observe and performs all the terms and conditions herein contained. The Purchaser shall not do any structural additions or alteration in the said Bungalow, or erect brick partitions.

d) The purchaser shall not use the said Bungalow any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other Bungalow units in the said project or to the owner or occupiers of adjoining or neighboring properties nor shall use the same for commercial purpose.

e) The Purchaser shall not throw or accumulate any dirt rubbish garbage refuse or permit the same to be thrown off allow the same to be accumulated in purchaser's premises or in the compound or any portion of the building and shall not right or burn coal, coke or charcoal in the common areas in the said premise.

f) The Purchaser shall not install or affix any name plate, board or letter box at any place other than the place, specified for the purpose in the said building.

g) Save and except in respect of the said Bungalow undivided proportionate share or interest in the land applicable to the floor space sold by the Vendor herein save and except the rights and benefits of the common parts the common easements, quasi- easements, benefits privileges and advantages appertaining, thereto to be covered or granted under these presents, the purchaser shall have no claim or right of any nature in other floor spaces Bungalow units and areas of the said building and/or the said property.

h) Until formation of a society or an association amongst the Purchaser as stated hereinafter shall permit the Vendor and/or the person or persons for the time being the management of the said project and its surveyors and agents with or without workmen and others at all reasonable time to enter and upon the said Bungalow or any part thereof for the purpose of maintaining, rebuilding, clearing, freeing, closing, lighting and keeping in order and good condition all service drainage, pipes, cables water covers, gutters, wires, part structures belonging to or serving or used for the said building and also for the purposes of pulling done, maintaining, repairing and testing drainages gas and water pipes and electric wires and for similar and/or any other purpose.

i) The Purchaser shall also pay his/her proportionate share for insurance of the building against earth quake, fire, mob damages and civil commotion.

j) The Purchaser shall not keep or store in the said Bungalow any inflammable or combustible articles such as explosives chemicals, films or any offensive articles such hide or manners or food grains or any other articles giving an offensive smell nor shall the purchaser do anything which shall be constitute any nuisance or annoyance to the occupiers of the other units/ Bungalow owners/ flats/ Commercial Space, in the said Bungalow.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PREMISES)

R.S Dag No	L.R. Dag No.	L.R Khatiyani No.	Area(decimal)
76	76	1243	15.00
77	77	1243	13.00
78	78	1243	27.00
79	79	53, 402, 452, 557, 639	44.00
80	80	125, 480, 697, 712	51.90
81	81	24	24.40
82	82	448	4.30
83	83	10	5.10
84	84	451	2.30
85	85	668, 275, 74, 1051	0.40
86	86	832, 775, 922, 906, 37, 935, 229	5.00
87	87	832, 775, 922, 906, 37, 935, 229	66.20
88	88	372	1.20

88/1049	88/1049	753, 682, 341	17.00
89	89	289	6.00
90	90	289	6.00
91	91	24	26.80
93	93	1243	2.40
94	94	451	6.20
Total			324.20

Lying and situated at Mouza - Uttarkajirhat, J.L. No.22, within the limits of Paschim Bishnupur Gram Pananchayat, P.S. Bishnupur, District South 24 Parganas, Kolkata – 7001014, West Bengal, India.

Vendor no. 1, 2, 3, 4, 5 herein become absolute owners of total land measuring 324.20 decimals.

On the North:

On the South:

On the East:

On the West:

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
PART-I
(DESIGNATED UNIT)

ALL THAT the Bungalow being No. _____ containing a carpet area of _____ Square feet cootah of land more or less and a total built-up area of Unit of _____ Square feet more or less of the Bungalow namely GEMS BOUGAINVILLAS PHASE 4 at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in “RED”

THE THIRD SCHEDULE ABOVE REFERRED TO
(Tentative Common areas & Installations)

A. Common areas & Installations at the Bungalows:

1. Concealed Electrical wiring and fittings and fixtures for lighting the common areas, lobby and landings.
2. Path and passages for egress and ingress from and to the said building / servant's quarter.
3. Pump.
4. Common passage.
5. Under ground and over - head water reservoir and/ or water reservoirs.
6. Common plumbing and other common relations.
7. Meter room.
8. Boundary wall.
9. Drainage.
10. Sewars.
11. And any other common parts, areas, equipment, installations, fixtures and fitting as are necessary to be used in common with other occupiers.

THE FOURTH SCHEDULE ABOVE REFERRED TO

- 1) The expenses of service tax, administration, maintenance, repair replacement of the common parts and equipment and accessories common areas and facilities including white washing painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircase, the landings, the gutters, motor pumps, water and electric wiring and installation, sewers, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser, co-purchaser, or other occupants.
- 2) The costs of cleaning, maintaining and lighting the main entrance passage, landings, staircases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) The salaries of manager, clerks, durwans, pump operator, plumbings, electricians, sweepers etc.
- 4) The costs of working repairs, replacement and maintenance pumps and other plumbing works including all other service charges for services rendered in common to all occupiers.
- 5) Municipal and other taxes both owners and occupiers and other outgoings etc including service taxes.

- 6) Insurance of the building against earthquake, fire, flood, damages and civil commotion etc.
- 7) All electricity charges payable in common for the common portions of the said building.
- 8) Such other expenses including printing and stationary as also all litigations expenses incurred in respect of any dispute with Corporation of Calcutta Improvement Trust other local authority, Government Insurance Company or any other persons in relation to or as may be deemed by the Developer, or any ad-hoc Committee Association of occupiers to be necessary or including to the maintenance and upkeep of the said building.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

ALLOTTEE:

- i) Name _____
Address _____
Signature _____
- ii) Name _____
Address _____
Signature _____

PROMOTER/ OWNERS:

- i) Name _____

(M/s Charles Commercial (P) Limited; M/s Tirupati Carrier Limited; M/s Tirupati Enclave Private Limited; OM Towers Private Limited, M/s Shiv Niketan Limited)

Signature _____