

THIS DEED OF CONVEYANCE is made this ____ day of _____ Two Thousand and Twenty **BETWEEN** (i) **SWASTIC HEIGHTS PRIVATE LIMITED** (PAN AABCH2817C) (CIN No. _____) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata - 700 019, P.S. Gariahat, P.O. Ballygunge represented by one of its directors **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia by faith Hindu by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019 PS Gariahat, PO Ballygunge, (ii) **ANIL KUMAR AGARWALA** (PAN ACIPA1830A) son of Shri Damodar Prasad Agarwal by faith Hindu, by occupation Business presently residing at Swarnamani Complex, Block – East, Flat No. 7EA, 7th Floor, 33A, Canal Circular Road, Kankurgachi, Kolkata 700 054 PO Kankurgachi PS Manicktala AND (iii) **ARVIND PROMOTERS PRIVATE LIMITED** (PAN AAFCA8337E) having its registered office situate at No. 113, Park Street, Poddar Point, B Block, 7th floor, Kolkata 700017 PO & PS Park Street both represented by their constituted attorney **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia by faith Hindu by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019 PS Gariahat, PO Ballygunge hereinafter collectively referred to as the “**VENDOR**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assign/s) of the **FIRST PART** AND _____ (PAN _____) son of _____ by faith Hindu, by occupation _____ presently residing at No. _____, Kolkata 700 0__ hereinafter referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his heirs executors administrators legal representatives and assigns) of the **SECOND PART** AND **SWASTIC HEIGHTS PRIVATE LIMITED** (PAN AABCH2817C) (CIN No. _____) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata - 700 019,

P.S. Gariahat, P.O. Ballygunge represented by one of its directors **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia by faith Hindu by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019 PS Gariahat, PO Ballygunge hereinafter called "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and/or assigns) of the **THIRD PART**:

WHEREAS:

- A. By virtue of the documents and incidents mentioned in the **FIRST SCHEDULE** hereunder written the Vendor are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about **8 Cottahs and 5 Chittacks**, be the same a little more or less lying and/or situated at and being Municipal Premises No. 84 Ballygunge Place, Kolkata 700 019 PS Gariahat PO Ballygunge (hereinafter referred to as the said **PREMISES**) and is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.
- B. By an agreement dated 30th April 2019 registered with the ADSR Alipore in Book No. I, volume No. 1605 – 2019 in pages 100644 to 100673 being No. 160502900 for the year 2019 the said Anil Kumar Agarwal and Arvind Promoters Private Limited granted the exclusive right of development of the said Premises unto and in favour Swastic Heights (P) Ltd. for the consideration and in the manner as contained and recorded therein (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) granted the exclusive right of development of the said Premises and/or construction of a new building at the said Premises unto and in favour of the Developer herein and also divided and demarcated the areas therein amongst themselves in the manner as is contained and recorded therein.

- C. The Developer herein has at its own costs caused the map or plan bearing No. 2020080013 dated 27th July 2020 (hereinafter referred to as the said **PLAN**) sanctioned by the Kolkata Municipal Corporation and the new building has been completed and the completion certificate, bearing completion case No. _____ dated _____, issued by the Kolkata Municipal Corporation on _____.
- D. It was expressly provided under the said Agreements that in order to enable the Developer to receive all costs charges and expenses including the costs of construction of the new building the Developer shall be entitled to the entire Developer's Allocation as is contained and recorded therein and the said Developer's Allocation will remain under the exclusive control and domain of the Developer with the intent and object that by procuring the buyers of the Developer's Allocation or any part thereof the Developer shall be entitled to receive realise and collect all the moneys spent by the Developer for construction of the new building including the efforts made in respect thereof and the Developer shall be entitled to enter into agreements for sale or transfer in respect of the Developer's Allocation or any part thereof and shall be entitled to receive the amount directly in its own name.
- E. By and under an agreement dated _____ (hereinafter referred to as the said **SALE AGREEMENT**) the Vendors have with the consent of the Developer agreed to sell and transfer and the Purchaser has agreed to purchase and acquire **ALL THAT** the said Flat which is morefully and particularly described in the **THIRD SCHEDULE** hereunder written at or for the total consideration and on the terms and conditions as are contained and recorded therein.
- F. The Purchaser has from time to time made payment of the entire consideration amount to the Vendors and the Developer has delivered the vacant peaceful and

has possession of the said Flat to the Purchaser and to the full satisfaction of the Purchaser.

G. At or before the execution of these presents the Purchaser have thoroughly satisfied themselves as to the title of Vendor in respect of the said land and also inspected all drawings specifications areas and all other allied documents including the said Plan relating to the said Premises and the building constructed on the said Premises as well satisfied themselves in respect of the total area in the said Flat and that the said building and the Flat is in complete accordance with the building sanction plan. The Purchaser have also completely satisfied themselves to quality of the materials and specifications used, the structural stability and quality of construction and workmanship which have been used in the said building and relating to the said Premises and the building constructed on the said Premises and shall not in any way be entitled to raise any requisition and/or in any way dispute all or any of the aforesaid nor anything not particularly mentioned hereto and the Purchaser have got the deed of conveyance upon full satisfaction of every nature whatsoever and/or howsoever on "**as is where is basis**" and if there was any dissatisfaction earlier the same has been satisfied which is being testified by the execution of this deed of conveyance.

H. The Purchaser have now approached the Developer to cause the Vendor to register the deed of conveyance in respect of the said Flat and the Vendor have agreed to cause to execute and register the deed of conveyance in favour of the Purchaser herein in the manner and upon the terms conditions and covenants as are hereinafter appearing.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the said Sale Agreement and in consideration of the said sum of Rs. _____/= (Rupees _____) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors as and by way of Sale Price for acquiring the said Flat which amount includes the cost of undivided proportionate share in the land as also the cost of construction (the receipt whereof the Vendors do hereby as also by the memo hereunder written admit and acknowledge to have received) the Vendors with the consent and concurrence of the Developer do hereby sell convey transfer assure and assign unto and in favour of the Purchaser **ALL THAT** the said Flat morefully and particularly described in the **THIRD SCHEDULE** hereunder written together with the proportionate right title and interest in common areas portions and parts as comprised in the said building and also the right of free ingress in and egress out from the said Flat without any obstruction whatsoever or howsoever and is morefully and particularly described in the **FOURTH SCHEDULE** hereunder written (hereinafter for the sake of brevity collectively referred to as the said **FLAT**) **TO HAVE AND TO HOLD** the same unto the Purchaser herein absolutely and forever free from all encumbrances, trusts, liens, lispendens and attachments **SUBJECT NEVERTHELESS** to the applicable easements or quasi easements and other stipulations and provisions in this connection with the beneficial use and enjoyment of the said Flat mentioned in the **FIFTH SCHEDULE** hereunder written excepting and reserving unto and the Vendor and/or other person or persons deriving title under and/or through the Vendor such easements and quasi easements and the rights and privileges as are mentioned in the **SIXTH SCHEDULE** hereunder written and subject to such restrictions contained in the **SEVENTH SCHEDULE** hereunder written and subject to payment of such common expenses mentioned in the **EIGHT SCHEDULE** hereunder written **AND** it is hereby recorded and confirmed that the Vendor do hereby release relinquish and disclaim and transfer and assign all their respective right title interest claim or demand whatsoever or howsoever over and in respect of the said Flat unto and in favour of the Purchaser herein.

2. **THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER** as follows: -

- a. The interest which the Vendor do hereby profess to transfer subsists and that the Vendor have good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure the said Flat hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchaser herein in the manner as aforesaid.
- b. It shall be lawful for the Purchaser from time to time and at all material times hereinafter to enter into and upon and hold and enjoy the said Flat and to receive the rents issues and profits thereof without any interruption claims or demands or disturbance whatsoever from or by the Vendor herein or any person or persons claiming through under or in trust for them.
- c. The said Flat is freed and discharged from and against all manner of encumbrances whatsoever on its ownership.
- d. The Vendor shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable acts deeds conveyances matters and things whatsoever for further better or more perfectly assuring the said Flat unto and in favour of the Purchaser herein in the manner as aforesaid as shall or may be reasonably required.
- e. The Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do produce or cause to be made done produced to the Purchaser or their Attorney or agents at any trial commission, examination or otherwise as occasion shall require all or any of the deeds documents and writings exclusively in respect of the said Premises if those in possession of the Vendor AND ALSO shall at the like request deliver to the Purchaser such attested

or other true copies of them as the Purchaser may requires and will in the mean time unless prevented as aforesaid keep the said deeds and writings safe unobliterated and un-canceled.

3. **THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER** as follows: -

- a. The Purchaser herein so as to bind the owner for the time being of the said Flat and so that this covenant shall be for the benefit of the said building and other Flats therein and every part thereof hereby covenants with the Vendor and the Co-Owners of the other Flats comprised in the said building that the Purchaser and all other persons deriving title under these presents shall use the said Flat for the purpose of decent purpose for which the same has been lawfully constructed and shall and will at the material times hereafter observe the restrictions set forth in the **SEVENTH SCHEDULE** hereunder written.
- b. The Purchaser herein shall at all material times on and from the date of completion of the said Flat (the date of issue of completion certificate by the Kolkata Municipal Corporation covering the said Flat) or sooner occupation of the said Flat by the Purchaser be liable to and agrees to regularly and punctually make payment of all Corporation Taxes, rates, impositions, levies and all other outgoing, whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Flat until the said Flat is not separately assessed the Purchaser hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoing to the Developer in respect of the said Flat or the said Premises regularly and punctually.
- c. To keep the said Flat and other party walls, sewers drains pipes, cables wires and particularly (without prejudice to the generality of the foregoing) so as to shelter support and protect the parts of the building other than the said Flat.

- d. To make payment and contribute towards the proportionate part or share of the expenses and outgoing mentioned in the **EIGHT SCHEDULE** hereunder written.
- e. To permit the Vendor and the Developer and their survivors or agents with or without workmen and others at all reasonable times on 48 hours prior notice to enter into and upon the said Flat or any part thereof for the purpose of repairing any part of the said building and for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good conditions sewers drains cables water courses gutter wires party structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down reinstating preparing testing drainage gas and water and electric wires and cables and for similar purposes.
- f. The Purchasers have personally inspected the said Flat, in respect of the area, the specifications used the structural stability quality of construction and workmanship and have found that the said Flat is constructed as per the agreement and to the Purchasers' entire satisfaction and is in complete accordance with the building sanction plan and the price and other charges paid by the Purchasers are as per agreement and to the Purchasers' entire satisfaction. The areas, specifications, structural stability, quality of construction have also been got verified independently by the Purchasers through the Purchasers' own architect and engineer and they have certified the same to be fit and have also gone through the sanctioned building plans and have found the said Flat to be constructed in accordance with the building sanctioned plan. The Purchasers have purchased and acquired the said Flat on "as is where is" basis.
- g. To keep the said Flat in good and substantial repair and (without prejudice to the generality of the form) as part of this sub-clause to keep the said Flat in good repair as necessary to form such support and protection to the other parts of the building as they now enjoy.

- h. To regularly and punctually without any deduction or abatement to make payment of the proportionate shares towards maintenance expenses in advance every month such shares to be determined by the Developer in its absolute discretion till competent body for this purpose is formed. For the purpose of determining of such proportionate maintenance charges until otherwise decided the total super built up area comprised in the said building shall be basis and such maintenance charges shall be paid by the Purchaser within a week from date of receipt of the bill from the Developer and in the event of default on the part of Purchaser the Purchaser shall be liable to pay interest at the rate of 24% per annum for the delayed payment.
- i. To keep the said Flat and other party walls sewer drains pipes and entrances and main entrances exclusively serving the said Flat in good condition.
- j. Not to make in the said Flat any structural additional and/or alterations to the beams, columns, partition walls etc. without the approval of the Developer and sanction of the Kolkata Municipal Corporation, the Purchaser shall not erect or put up any false ceilings rafters or any article or thing which may or is likely to effect the structural stability by way of chiseling hammering grouting or any way otherwise.
- k. The Developer shall have the right, without any approval of the Purchaser in the said New Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra – ordinary in relation to any unsold flat in the said New Building and the Purchaser agrees not to raise objections or make any claims in this regard.
- l. In the event of the Developer constructing any additional floor/s over and above the present sanction after obtaining sanction from the concerned authorities, the Developer shall be entitled to construct, erect and complete the same and also connect and join the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and all other connections and installations of the said Building and no further and/or other consent and/or concurrence of the Purchaser and/or

any person claiming through and/or under him/her shall be necessary and/or required and this deed of conveyance shall be deemed to be the consent of the Purchaser in this regard

- m. Notwithstanding any law for the time being in force or may hereafter come into force whether Central, State and/or Local the Purchaser are not desirous of having any right and/or interest into or upon the roof/terrace above the ultimate floor of the said Building and have voluntarily and irrevocably relinquished the same. The Purchaser shall not claim any right of any nature whatsoever and/or howsoever into or upon the same however the Purchaser may cause maintenance of the lift machine and over head reservoir only and for no other purpose whatsoever and/or howsoever. The Purchaser shall not do any act deed or thing whereby any person is prevented from using the roof and in the event of the owner/person holding the right to the roof making any further construction over and upon the said roof the person shall be entitled to do so and the Purchaser consents to the same and the owner/person holding the right to the roof shall be entitled to connect the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and other connection and installations of the said Building, and the Vendor and/or the Developer shall also be entitled to use the parapet walls, stair cover roof and roof for the installation of cellular site, display of any advertisements, signboards, hoardings etc. and the Purchaser or any person claiming through and/or under them shall not be entitled to raise any objection thereto neither claim any refund of the Consideration Amount paid herein nor claim any compensation or damages on the ground of any inconvenience or any other ground whatsoever and/or howsoever.
- n. Not to claim any right title interest claim or demand into or upon the Open Spaces around the said Building and comprised in the said Premises which shall remain the property of the Vendor/Developers who may deal with the same in any manner as they may at their absolute discretion think fit and proper including allot the same

as open car parking spaces nor to claim any right of any nature in the covered car parking spaces save and except if expressly stated herein.

- o. The Purchaser are not desirous of acquiring any right over any other car parking space neither covered nor open to sky in the said Premises and have irrevocably relinquished the same and the Developer shall be entitled to and is hereby permitted to sell transfer and/or deal with the same in any such manner as the Developer may at its absolute discretion think fit and proper including change the nature of the same as the Developer may at its absolute discretion think fit and proper.

4. **IT IS HEREBY FURTHER AGREED BETWEEN THE VENDOR, THE DEVELOPER AND THE PURCHASER** as follows: -

- a. That the Undivided proportionate share in the land wherein the said Flat is situated and sold transferred conveyed transferred granted and assured and in favour of the Purchaser herein shall always remain indivisible and impartible.
- b. It being expressly agreed and understood that in the event of the Developer making any additional or further construction on the said Premises or any part thereof the proportionate area to be held by the Purchaser shall be proportionately reduced.
- c. Subject to the said Flat the Purchaser herein shall not have any right title interest claim or demand of any nature whatsoever and/or howsoever into or upon all the other parts or portions of the said building and the said Premises.
- d. The name of the building shall always remain to be "**Sheo**" and the same shall not be changed and/or altered by the Purchaser or any other Purchaser and/or occupier under any circumstances whatsoever and/or howsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DETAILS OF TITLE AND LEGAL INCIDENTS)

- A. The "Hindustan Co-operative Insurance Society Limited" formed in 1907 and registered under the Companies Act 1913 acquired, amongst others, a tract of Revenue redeemed land containing by admeasurement an area of about 162 Bighas, be the same a little more or less, in Mouza 'South Ballygunge under Dihi Panchannagram in the District of 24 Parganas between the year 1917 and 1919 and developed the same as per its various Schemes so as to sell and convey in segregated Plots to different persons as Building Sites and built Roads and other necessary facilities and developments thereat;
- B. The said "Hindustan Co-operative Insurance Society Limited" by and under an Indenture of Conveyance executed on 28th day of February 1923 and registered in the Sub-Registry office at Alipore in Book No. I, Volume No. 9 at Pages 251 to 262 Being Deed No. 1004 for the Year 1923 did sell, transfer, convey, assign and assure unto and in favour of "Mrs. Kanaklata Roy" All That an identified piece and parcel of revenue redeemed Land containing by admeasurement an area of 1 Bigha and 5 Cottahs (of which 10 Cottahs were of Tank filled land) being Plot No 8 known as "Premises No. 6 and 6/1/2, Swinhoe Street" (forming part of Larger Premises Nos. 2, 3, 4, 5, 5/1 and 6 Swinhoe Street and Premises No. 21 Rustomji Street) in Mouza 'South Ballygunge, Dihi Panchannagram under Sub-Division I of Division 5 of Holding No. 50 and 53 within the jurisdiction of Police Station 'Ballygunge', District Registry Office at Alipore, 24 Parganas and hereafter referred to as the "said Land";
- C. By and under a Deed of Mortgage executed on the said 28th day of February 1923 and a Deed of Further Charge executed on 14th day of December 1926 and registered in the Sub-Registry Office at Alipore in Book No. I, Volume No. 50 at Pages 138 to 146 Being No. 1499 for the Year 1926, the said Kanaklata Roy in turn mortgaged and charged the said Land in favour of "Hindustan Co-operative Insurance Society Limited" towards securing repayment of the Loan amount obtained from it;

- D. In terms of its obligation provided in its Scheme No. IVA, as above recited, the said Hindustan Co-operative Insurance Society Limited, constructed a 40 Feet wide Road alongside the Western part of the said Land, which thereafter on being handed over to the Corporation of Calcutta became named and known as "Ballygunge Place";
- E. Following discharge of the loan amount obtained by Mrs. Kanaklata Roy, the said Hindustan Co-operative Insurance Society Limited by executing Indenture of Reconveyance on 25th day of November 1930 and registered before the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 103 at Pages 23 to 26 Being Deed No. 4361 for the Year 1930 did reconvey the said Land in favour of the said Mrs. Kanaklata Roy, discharged from any encumbrance, charge, claim or liability;
- F. On the same date of 25th day of November 1930 by and under an Indenture of Conveyance and registered in the Sub-Registry office at Alipore in Book No. I, Volume No. 72 at Pages 284 to 291 Being Deed No. 4362 for the Year 1930 the said Mrs. Kanaklata Roy widow of Jatindra Nath Roy did sell, transfer, convey, assign and assure unto and in favour of one Tarakeswar Ganguli All That the said Land absolutely and for ever;
- G. The said Tarakeswar Ganguli erected and constructed a One Storied brick built residential Building at a demarcated portion of the said Land for own living;
- H. By two independent Indentures of Gifts executed on 12th October 1933, the said Tarakeswar Ganguli demised and bequeathed unto and favour of his two daughters Sujata Lahiri and Sushama Ganguli All That two separated demarcated piece or parcel of land each consisting of an area of 3 Cottahs and

8 Chittacks respectively aggregating to an area of 7 Cottahs, forming out of the said Land;

- I. The said Tarakeswar Ganguli died intestate on 16th November 1934 leaving behind him surviving his two sons Kalyan Kumar Ganguli and Manindra Kumar Ganguli as his legal heirs and successors in accord with the then prevailing Hindu Laws;
- J. By and under a Bengali Deed of Family Settlement executed on 22nd December 1934 and registered before the Sub-Registrar at Alipore and recorded in in Book No. I, Volume No. 7 at Pages 193 to 199 being Deed No. 7 for the Year 1935 the said Kalyan Kumar Ganguli, Manindra Kumar Ganguli, Sujata Lahiri and Sushama Ganguli being the sons and daughters of Late Tarakeswar Ganguli treating the said Land in its entirety as joint, mutually and voluntarily entered into a "Family Settlement" amongst themselves to segregate the said Land into Four Lots so as to identified exclusive ownerships and ensuring proper utilizations by dividing the same into Lot Nos. "*Ka*", "*Kha*", "*Ga*" and "*Gha*" on the terms, conditions, covenants and stipulations expressly provided therein;
- K. In terms of the said Deed of Family Settlement, Sujata Lahiri and Sushama Ganguli being the daughters of Late Tarakeswar Ganguli were provided with exclusive ownership rights over and in respect of Lot Nos "*Kha*", and "*Ga*" consisting of demarcated and segregated portion of the said Land each consisting of an area of 3 Cottahs and 8 Chittacks each (those were bequeathed by virtue of two unregistered Deed of Gifts, as above recited) AND further respective right to stay during their respective life times at another segregated and demarcated portion of the said Land described in Lot "*Ka*" comprising of 6 Cottahs, 6 Chittacks and 30 Sq. Ft, be the same a little more or less, consisting

of the One storied residential building thereat by putting the same as corpus of a Trust;

- L. The remaining portion of the said Land being "Lot No. *Gha*" of the said Deed of Family Settlement comprising of the remaining demarcated portion consisting of 11 Cottahs 9 Chittacks and 14 Sq. Ft, be the same little more or less, absolutely devolved upon two sons of Late Tarakeswar Ganguli, namely the said Kalyan Kumar Ganguli and Manindra Kumar Ganguli jointly to the exclusion of anyone else;
- M. Following the above chain of devolutions, Kalyan Kumar Ganguli and Manindra Kumar Ganguli thus became jointly entitled to and seized and possessed of All That piece or parcel of land containing by admeasurement a segregated and demarcated area of 11 Cottahs 9 Chittacks and 14 Sq. Ft, be the same little more or less forming Lot No. *Gha* of the Deed of Family Settlement absolutely and forever free from any condition or encumbrance attached thereto, each having undivided $\frac{1}{2}$ part or share therein;
- N. The said Kalyan Kumar Ganguli died intestate on 29th July 1935 leaving behind him surviving his brother Manindra Kumar Ganguli as his sole heir and legal representative in the absence of having either his wife or any child;
- O. The said Manindra Kumar Ganguli thus became absolutely seized and possessed of and/or sufficiently entitled to ALL THAT piece or parcel of land containing by ad-measurement a demarcated area of 11 Cottahs 9 Chittacks and 14 Sq. Ft, be the same little more or less comprised in Lot No. *Gha* more fully described in the Deed of Family Settlement absolutely and for ever free from any encumbrance;
- P. By and under an Indenture of Conveyance executed on 2nd day of December 1936 and registered in the Sub-Registry Office at Sealdah in Book No. I, Volume No. 41 at Pages 228 to 236 Being Deed No. 2672 for the Year 1936 the said

Manindra Kumar Ganguli did sell, transfer, convey, assign and assure unto and in favour of Prabhat Chandra Sarbadhikari, since deceased, and son of Late Krishna Prasad Sarbadhikari All That demarcated piece and parcel of revenue redeemed Land consisting of an area of 8 Cottahs and 5 Chittacks, be the same little more or less, being identified South Western portion of Lot No. "*Gha*" of the Deed of Family Settlement & being then known as Premises No. 84 & 85 Ballygunge Place absolutely and for ever free from any encumbrance;

- Q. The said Prabhat Chandra Sarbadhikari, since deceased, during his lifetime erected and constructed a two storied brick built residential building at his purchased piece and parcel of land comprised of 8 Cottahs and 5 Chittacks which was renumbered as Municipal Premises No. 84 Ballygunge Place with separate Assessee No. 11-068-04-0151-2 and hereinafter referred to as "**the said Premises**";
- R. The said Prabhat Chandra Sarbadhikari died intestate on or about 27th December 1953 leaving behind him surviving his widow Sovona Sarbadhikari and his son Pradip Ranjan Sarbadhikari as his legal heirs and lawful successors, each inheriting, amongst others, undivided $\frac{1}{2}$ part or share of the said Premises;
- S. The said Sovona Sarbadhikari and the said Pradip Ranjan Sarbadhikari thus became jointly seized and possessed of and/or sufficiently entitled to, amongst others, All That the said Premises as absolute and unfettered owners thereof, each having undivided $\frac{1}{2}$ part or share therein free from any encumbrance of whatsoever nature;
- T. Sovona Sarbadhikari being the mother of the said Pradip Ranjan Sarbadhikari died on or about 25th September 1984 leaving behind her surviving her Last Will and Testament executed on 9th August 1984 whereby and whereunder she demised and bequeathed her undivided $\frac{1}{2}$ part or share of the said Premises

unto and in favour of the said Pradip Ranjan Sarbadhikari absolutely and for ever;

- U. The said Last Will and Testament of Sovona Sarbadhikari, since deceased executed on 9th August 1984 was duly probated by the Learned Court of District Delegate at Alipore on 14th day of July 1987 in Act 39 Case No. 263 of 1985;
- V. The said Pradip Ranjan Sarbadhikari thus became absolutely seized and possessed of and/or sufficiently entitled to as absolute owner of **All That** Premises No. 84 Ballygunge Place comprised of 8 Cottahs and 5 Chittacks now under Police Station "Gariahat" within Municipal Ward No. 68 of Kolkata Municipal Corporation in the City of Kolkata free from any encumbrance, lien, lispensens, liability or defect in title and had his name duly mutated in the records of the Kolkata Municipal Corporation;
- W. By the Indenture dated 15th February 2019 registered with the ADSR Alipore in Book No. I, volume No. 1605-2019 in pages 37111 to 37141 being No. 160501027 for the year 2019 the said Pradip Ranjan Sarbadhikari sold transferred and conveyed unto and in favour of Swastic Heights Private Limited ALL THAT the undivided one – half part and/or share into or upon the said Premises free of all encumbrances for the consideration and in the manner as contained and recorded therein.
- X. By the Indenture dated 15th February 2019 registered with the ADSR Alipore in Book No. I, volume No. 1605-2019 in pages 37214 to 37245 being No. 160501025 for the year 2019 the said Pradip Ranjan Sarbadhikari sold transferred and conveyed unto and in favour of Anil Kumar Agarwal and Arvind Promoters Private Limited **ALL THAT** the undivided one – half part and/or share into or upon the said Premises free of all encumbrances for the consideration and in the manner as contained and recorded therein.
- Y. Thus, the Vendor herein became the absolute owners of the said Premises.

THE SECOND SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about **8 Cottahs and 5 Chittacks**, be the same a little more or less lying and/or situated at and being Municipal Premises No. 84 Ballygunge Place (forming part of original Premises Nos. 84 & 85 Ballygunge Place in Mouza 'South Ballygunge, Dihi Panchannagram, Sub-Division I of Division 5 of Holding No. 50 and 53) under Police Station "Gariahat" (formerly 'Ballygunge') within Municipal Ward No. 68 of Borough No. VIII of Kolkata Municipal Corporation, Post Office "Ballygunge", District Registration Office at Alipore, in the District of 24-Parganas (South) having Pin Code No. 700 019 and is butted and bounded in the manner as follows: -

ON THE NORTH by : By private passage forming part of municipal Premises No. 85, Ballygunge Place;

ON THE EAST by : Partly by municipal Premises No. 85, Ballygunge Place and partly by municipal Premises No. 6/3, Anil Maitra Road;

ON THE SOUTH by : Municipal Road (Swinhoe Street) and

ON THE WEST by : By Municipal Road (Ballygunge Place);

OR HOWSOEVER OTHERWISE the same are is was or were heretofore-butted bounded called known numbered described or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO

(FLAT)

ALL THAT the Flat No. ____ on the ____ side of the ____ floor of the said New Building and containing by ad-measurement an area of about ____ sq. ft. built up be the same a little more or less together with undivided proportionate impartible indivisible variable share in the land upon which the building stands at the said Premises referred to in the Second Schedule above written and is attributable to the

said Flat together with undivided proportionate share in the common parts and portions referred to in the Fourth Schedule hereunder written.

(COVERED CAR PARKING SPACE)

ALL THAT the exclusive right upon the space containing by ad-measurement an area of about 100 sq. ft. on the ground floor of the said New Building to be constructed at the said Premises and to be used exclusively for parking of one medium sized motorcar thereon.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The foundation columns beams, supports corridors, lobbies stairs stairways landing entrance exists and pathways.
2. Drain and sewerage from the said Premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the Premises.
4. Toilet and bathroom in the ground floor of the Premises for the use of durwans/ drivers, maintenance staff of the said Premises.
5. Lift, lift well, lift machine and space thereof.
6. Boundary walls of the Premises including outside walls of the building and main gates.
7. Water pump and motor with installation and room thereof.
8. Overhead tank and underground water reservoir water pipes and other common plumbing installations and space required thereto.
9. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required thereof.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Subject to what has been stated herein before in this present Indenture of Conveyance:

1. The Purchaser shall be entitled to all applicable rights, privileges vertical and lateral easements, quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Flat usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendor/ Developer the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Sixth Schedule hereto.
2. The right of access in common with the Vendor/Developer and/or other occupiers of the said Building at all times and for all normal purposes connected with the use and enjoyment of the staircase and electrical installations subject to any regulation that may be made in this respect (by the Developer).
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the driveways and pathways comprised in the said building PROVIDED ALWAYS and it is hereby declared that nothing herein deriving title under his or her servants agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Vendor entitled to such ways aforesaid along with such drive way and path ways as aforesaid.
4. The right of protection the said Flat by or from all part of the building so far as they now protect the same.
5. The right of passage in common as aforesaid of electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or over the said building and Premises so far as may be reasonable and necessary for the beneficial occupation of the said Flat all purposes whatsoever.
6. The right with or without and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and Premises for the purpose of repairing so far as may be necessary the pipes drain wires and

conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any parts of the said Flat on so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 48 hours previous notice in writing of his intention so to enter to the Vendor and/or other persons properly entitled to the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(The under mentioned rights easements quasi-easements privileges and appurtenances shall be excepted out of the SALE and has been reserved for the Vendor/Developer).

SUBJECT TO WHAT HAS BEEN STATED HEREIN BEFORE IN THIS INDENTURE OF CONVEYANCE:

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building including its installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from to any part (other than the said Flat) of the other part or parts of the said building pipes, drain, wires, conduits lying or being under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.
3. The right of protection for other portion or portions of the said building by all parts of the said that Flat so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of structural alteration to the said Flat (otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the said building.
5. The right by the Vendor and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or

parts of the said building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the said building.

6. The right with or without workmen and necessary materials to enter from time to time and upon the said Flat for the purpose of repairing so far as may be necessary for such pipes drains wires and conduit as aforesaid provided always the Vendor and other person or persons shall give to the Purchaser a prior forty eight hour's written notice of its intent for such entry as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Restrictions imposed in respect of the said Flat)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
2. The Purchaser shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.

4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchaser shall be entitled to open any new window or any other apparatus protruding outside the exterior of the said portion of the said building.
5. The Purchaser shall not put up any window air-conditioner at all, only split air-conditioners can be fixed and its outside units shall be placed at the designated places as earmarked by the Developer.
6. The Purchaser shall permit the Developer and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Developer to the Purchaser.
7. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
8. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof.
9. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
10. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the building or deviation or which in the opinion of the Developer may effect the elevation in respect of the exterior walls of the said building.
11. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature

except with the prior approval in writing of the Developer and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.

12. Not to use the allocated car parking space, if any, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
13. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Developer.
14. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat.
15. No clothes or other articles shall be hung or exposed outside the said Flat, the Purchaser shall only use dryers for all these purposes nor flower box, flower pot or like other object shall be placed outside the said Flat nor taken out of the window and/or any balcony of the said Flat
16. No bird or animal that may cause annoyance to occupiers of other Flats comprised in the said New Building shall be kept in the said Flat.
17. Not to install any generator in any part or portion of the said Premises including the said New Building and shall only use the common power backup.
18. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE EIGHT SCHEDULE ABOVE REFERRED TO

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

2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lift.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Vendor/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the

development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.

13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made thereunder relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance renewal and insurance of fire fighting appliances and the purchase maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders thereunder all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company/Holding Organisation it is reasonable to provide.

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

SIGNED SEALED AND DELIVERED

by the **VENDOR** at Kolkata

in the presence of:

Left					
Right					

SIGNED SEALED AND DELIVERED

by the **PURCHASER** at Kolkata

in the presence of:

Left					
Right					

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

RECEIVED of and from the withinnamed

Purchaser the withinmentioned sum of

RUPEES _____ ONLY RS.

being the total sale price for acquiring the
said Flat in the manner as per memo below.

MEMO OF CONSIDERATION

Dated	Cheque No.	Drawn On	Amount Rs.
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WITNESSES:

(VENDORS)