

## Deed of conveyance

This Deed of Conveyance Made on -----day ----- in the year 2023  
BETWEEN **KALIM INFRASTRUCTURE PRIVATE LIMITED** (PAN No. AAECK3582C), a company incorporated under the Company Act, 1956, having its office at 63, Rafi Ahmed Kidwai Road, 2nd Floor, Post Office – Park Street, Police Station - Park Street, Kolkata – 700016, District – Kolkata, West Bengal, represented by its Director namely **MR. FIRDOUS KALIM** (PAN NO. ALKPK8786E) (AADHAR No. 9254 5534 9513), son of Late Md. Kalimuddin, by Faith – Muslim, by Occupation – Business, by Nationality – Indian, residing at 61, Muzzaffar Ahmed Street, Post Office – Park Street, Police Station - Park Street, Kolkata – 700016, and **NVENT REALTY PVT LTD (PAN : AADCN0923F)** a company incorporated under the Company Act, 1956 having its office at Premises No. 2, G.J. Khan Road, Post Office – Tiljala, Police Station – Tiljala, Kolkata – 700039, represented by **KALIM INFRASTRUCTURE PVT. LTD** being constituted Attorney by virtue of General Power of Attorney executed on dated 30<sup>th</sup> August, 2023 duly registered in the Office of A.R.A. –II, Kolkata and recorded in Book No. 1, Volume No. 1902-2023 pages 378789 to 378815 Being No. 190211664 for the year 2023 here in after referred to as the **VENDOR/DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators and/or assigns) of the **ONE PART.**

KALIM INFRASTRUCTURE (P) LTD.

  
Director

.....,  
hereinafter called as the PURCHASER (which expression shall unless  
excluded by or repugnant to the subject or context mean and include,  
her heirs, executors, administrators, successors, legal representatives  
and assigns) of the **OTHER PART**.

**WHEREAS :**

The following terms and expressions shall in these presents, have the  
respective meanings assigned to them herein below unless the same be  
contrary or repugnant to the subject or context hereunder.

- a) VENDOR/DEVELOPER shall mean **KALIM INFRASTRUCTURE  
PRIVATE LIMITED** (PAN No. AAECK3582C), a company incorporated  
under the Company Act, 1956, having its office at 63, Rafi Ahmed  
Kidwai Road, 2nd Floor, Post Office – Park Street, Police Station - Park  
Street, Kolkata – 700016, District – Kolkata, West Bengal, represented  
by its Director namely **MR. FIRDOUS KALIM** (PAN NO. ALKPK8786E)  
(AADHAR No. 9254 5534 9513), son of Late Md. Kalimuddin, by Faith  
– Muslim, by Occupation – Business, by Nationality – Indian, residing  
at 61, Muzzaffar Ahmed Street, Post Office – Park Street, Police  
Station - Park Street, Kolkata – 700016, and **NVENT REALTY PVT  
LTD (PAN : AADCN0923F)** a company incorporated under the  
Company Act, 1956 having its office at Premises No. 2, G.J. Khan  
Road, Post Office – Tiljala, Police Station – Tiljala, Kolkata –

700039, Represented by KALIM INFRASTRUCTURE PVT. LTD being constituted Attorney by virtue of General Power of Attorney executed on dated 30<sup>th</sup> August, 2023 duly registered in the Office of A.R.A. –II, Kolkata and recorded in Book No. 1, Volume No. 1902-2023 pages 378789 to 378815 Being No. 190211664 for the year 2023.

- b) SAID BUILDING shall mean the Ground Plus 7 (Seven) storied building to be constructed on a land measuring 17 cottahs more or less lying and situated at Premises No.90, Muzaffar Ahmed Street (formerly 90, Ripon Street) Post Office – Park Street, Police Station- Park Street, Kolkata- 700016, morefully and particularly described in the Schedule – A hereunder written.
- c) SAID FLAT shall mean the infrastructure of the flat described in the SECOND SCHEDULE hereunder written.
- d) PURCHASER shall mean .....
- e) ARCHITECT shall mean appointed by the Developer.
- f) SUPER BUILT UP AREA/SALEABLE AREA shall mean the total covered area of the flat together with proportionate share in the areas @ 25% of the common use in respect of the building which include stairs, landing common passage, pump room, lift room and lift well, underground, overhead tank and the areas specified in the Schedule.

- g) COMMON PARTS AND PORTIONS shall include staircases, common passage, lift room, lift well, pump rooms, water tank for maintenance and/or management of the building.
- h) COMMON EXPENCES shall mean and include all expenses to be incurred by the Purchaser/s for the maintenance, management and upkeep of the said premises and the said building and/or expenses for common purposes of the Purchaser in proportionate to the area of flat for rendering of the Common Services.
- i) COMMON PURPOSES shall mean the purposes of maintaining the said premises and the said Building and in particular the common parts, collection and disbursement of common expenses and dealing with the matters of common interest of the purchaser and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective flat exclusively and the common parts in common by the Purchaser.
- j) COVERED AREA shall mean area of the flat as per sanctioned plan includes the thickness of the finished outer walls, internal walls and pillars.
- k) PREMISES/SAID PREMISES shall mean a G+7 (seven) storied building at premises No. 90, Muzaffar Ahmed Street (formerly 90,

Ripon Street) Post Office – Park Street, Police Station- Park Street,  
Kolkata- 700016

- l) SINGULAR shall mean and include “PLURAL” and vice-versa.
- m) MASCULINE shall mean and include “FEMININE” and vice-versa.
- n) RESTRICTIONS shall mean various restrictions regarding the user of the said flat as hereinafter stated.
- o) ASSOCIATION shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Vendor herein and the representatives of the Purchaser herein of the Unit/Flat/Flat is and be formed or incorporated at the instance of the Vendor herein or the purchaser herein and the other occupiers of the other unit(s)/flat(s)/Flat(s) jointly, as the case may be, in the said building for the common purposes with such rules and regulations as shall be framed by the Vendor and the Purchaser jointly herein as well as the other occupiers of the other unit(s)/Flat(s)/Flat(s) in the said building.
- p) AGREED CONSIDERATION shall mean the consideration mentioned in part – I of the FIFTH SCHEDULE hereto paid by the Purchaser herein to the Vendor/Developer herein for acquiring the said flat.
- q) DEED OF CONVEYANCE shall mean the Deed of this Conveyance/Transfer is being executed by the Vendor herein unto and in favour of the Purchaser herein in respect of the said flat and others

at and upon the Purchaser herein complying with all his obligations and paying and depositing all the amounts in time and not committing any breach or default in any manner whatsoever.

- q) Maintenance Agency shall mean any Association, society Company, Body or Committee formed/appointed by the vendor for the common purpose.
- r) PLAN shall mean the sanction and/or approved plan No. .... Dated ..... of the building sanctioned by the competent authority of the Kolkata Municipal Corporation and shall also include variations/ modifications, alterations, therein that may be made by the Vendor herein as well as all revisions, renewals and extensions thereof, if any, subject to the sanctioned approval of Kolkata Municipal Corporation.

### **DEVOLUTION OF THE TITLE**

THAT GobindoKhatick was the Karta of a Mitakshara Joint Family consisting of himself and his two sons namely Pakir Chand Khatick and PulinBehariKhatick and their children.

THAT the said GobindoKhatick died on intestate leaving behind his two sons namely Fakir Chand Khatick and PulinBehariKhatick as his legal heirs and successors.

THAT the said Fakir Chand Khatick died in the year 1928 and the said PulinBehariKhatick died in the year 1961, thereafter disputes and differences arose between the family members of the said Fakir Chand Khatick and the family members of the said PulinBehariKhatick.

THAT THE Title Suit being No. 98 of 1964, was filed before the Ninth Sub-Ordinate Judge at Alipore, between Basanta Kumar Khatick & Ors. and Smt. Taramoni Khatick & Ors. for the purpose of partition of the said joint family properties.

THAT the parties to the said suit decided to settle their differences. On 18<sup>th</sup> April, 1966, the parties to the said suit entered into a compromise petition and executed a solenama and filed the same before the Ninth Sub-Ordinate Judge at Alipore.

THAT the said solenama not having been drawn up on a stamp paper of the required value to operate as an effective final decree for partition. A joint petition of compromise was drawn up on the 26<sup>th</sup> February, 1988 and signed by all the parties for amendment and alteration of some of the provisions of the said final decree dated 18<sup>th</sup> April, 1966.

THAT by an order dated 29<sup>th</sup> December, 1988, the Learned Ninth Sub-Ordinate Judge, Alipore amended the said final decree dated 18<sup>th</sup> April, 1966 and directed various amendments to be incorporated in the said final decree dated 18<sup>th</sup> April, 1966 and directed that the final decree dated the 18<sup>th</sup> April, 1966 was amended and altered to the extent provided in the order dated 29<sup>th</sup> December, 1988 and the order dated 29<sup>th</sup> December, 1988

should form a part of the final decree dated 18<sup>th</sup> April, 1966 and the final decree as amended be written on requisite stamp paper.

**THAT the** order dated 29<sup>th</sup> December, 1988 was a part of final decree dated 18<sup>th</sup> April, 1966 and the amendment therein was written on stamp paper and was registered according to the directions contained in the order dated 29<sup>th</sup> December, 1988.

**THAT** in view of the order dated 29<sup>th</sup> December, 1988 in the joint petition of compromise filed on 29<sup>th</sup> December, 1988, all the disputes and differences referred in the suit amongst the co- owners were settled and the final decree dated the 18<sup>th</sup> April, 1966 amended to the extend contained in the order dated 29<sup>th</sup> day of November, 1988 have been duly written on stamp paper and filed in the Court and registered as directed by the said order dated 29<sup>th</sup> December, 1988.

**THAT** under the final decree dated 18<sup>th</sup> April, 1966, amongst other properties, the Premises No. 90, Ripon Street (since numbered as 90, Muzaffar Ahmed Street), Calcutta was allotted exclusively to Basanta Kumar Khatick, to be held by him as Karta of the Hindu Undivided Family consisting of himself and his wife and sons.

**THAT** as such the said Basanta Kumar Khatick and other members of the said Hindu undivided Family are absolutely entitled to sell the Premises No. 90, Muzaffar Ahmed Street (Formerly No.90, Ripon Street), Kolkata-700016 free from all encumbrances.



**AND WHEREAS** by an Agreement for Sale dated 22<sup>nd</sup> August, 1986, registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 327, Pages 497 to 518, being No. 15248 for the year 1986, Basanta Kumar Khatick and Ors., the owners/vendors therein, sold and transferred ALL THAT the premises No.90, Muzaffar Ahmed Street (Formerly No.90, Ripon Street), Calcutta to Hatim and Company, purchaser therein, according to the terms and conditions contained therein.

**AND WHEREAS** Basanta Kumar Khatick and Ors. have undertaken that before the execution and registration of the deed of conveyance after the said agreement, Basanta Kumar Khatick and Ors. shall at all times (even after the execution and registration or the Deed of Conveyance) keep the purchaser indemnified against all loss, damages and costs, which the purchaser may incur or be put to because of their being any encumbrances court order or pending suit.

**THAT** by virtue of a Deed of Conveyance dated 22<sup>nd</sup> June, 1990, registered in the Office of the Sub-Registrar of Assurances, Calcutta (now Kolkata) and recorded in the Book No. I, Volume No. 444, Pages from 479 to 502, being No. 12674 for the year 1990, (1) Basanta Kumar Khatick, (2) Ranjit Khatick, (3) Gopal Krishna Khatick, (4) Biswanath Khatick, (5) Kashinath Khatick, (6) Srimati Sarda Khatick and (7) Kumari Sunita Khatick, being the vendors therein and and (1) Srimati Reba Khatick, (2) Srimati Kamala Khatick and (3) Srimati Purnima Khatick, being the confirming parties therein sold, conveyed and transferred ALL THAT full tenanted two storied brick built

dwelling house and several other structures TOGETHER WITH the piece or parcel of land thereunto belonging or parts whereof the same are erected and built containing an area of about 17 (Seventeen) Cottahs more or less having building covering 11 (Eleven) Cottahs and Godown covering 6 (Six) Cottahs lying and situated at and being the Kolkata Municipal Corporation Premises No.90, Muzaffar Ahmed Road (Formerly 90, Ripon Street), under Police Station Park Street, Kolkata- 700016 alone with all casement rights thereto through over and underneath the Road/Common passage thereto and according to other terms and conditions contained therein.

**AND WHEREAS** by virtue of the aforesaid Deed of Conveyance, the said Hatim& Company, has become the absolute, rightful sole owner and lawfully and fully seized and possessed of and in possession, together with other properties ALL THAT Fully tenanted two storied brick built dwelling house and several other structures TOGETHER WITH the piece or parcel of land thereunto belonging or parts whereof the same are erected and built containing an area of about 17 (Seventeen) Cottahs more or less having building covering 11 (Eleven) Cottahs and Godown covering 6 (Six) Cottahs lying and situated at and being the Kolkata Municipal Corporation Premises No.90, Muzaffar Ahmed Road (Formerly 90, Ripon Street), under Police Station Park Street, Kolkata - 700016 along with all easement rights thereto through over and underneath the Road/common passage thereto.

**AND WHEREAS** the said Hatim and Company upon purchasing the aforesaid property duly mutated its names in the Records of the Kolkata Municipal Corporation and paying the taxes regularly.

**AND WHEREAS** by a Deed of Conveyance dated 15<sup>th</sup>December, 2020, registered in the office of ARA-II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Pages 1723 to 1775, being No. 190200169 for the year 2022, Hatim and Company sold and transferred ALL THAT piece and parcel of land measuring 17 cottahs 00 chittacks 00 sq.ft. (more or less) lying and situated at premises No.90, Muzaffar Ahmed Street (formerly 90, Ripon Street) Post Office and Police Station- Park Street, Kolkata- 700016 to KALIM INFRASTRUCTURE PVT. LTD. and NVENT REALTY PVT. LTD. and according to the terms and conditions contained therein.

**AND WHEREAS** upon purchasing the aforesaid property, KALIM INFRASTRUCTURE PVT. LTD. and NVENT REALTY PVT. LTD. duly mutated their names in the Assessment Register of the Kolkata Municipal Corporation.

**AND WHEREAS** a plan was sanctioned from the Kolkata Municipal Corporation bearing No. 2019060026 dated 25/9/2019 for construction of a G+7 storied building.

**AND WHEREAS** accordingly Kalim Infrastructure Pvt. Ltd. and Nvent Realty Pvt. Ltd., thus became joint, lawful and absolute owners and is fully seized and possessed there of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring 17 cottahs 00 chittacks 00 sq.ft. more or less together with partly one and partly two storied old dilapidated dwelling house standing thereon lying and situated at premises No. 90, Muzaffar Ahmed Street (formerly 90, Ripon Street) Post Office - Park Street and Police Station- Park Street, Kolkata – 700016, West Bengal and

hereinafter referred to as “the said Premises” and more fully and particularly mentioned and described in the Schedule “A” hereunder written.

**AND WHEREAS** the Owners herein started to construct a multi-storied building comprised of several residential flats, commercial spaces, Flats, car parking spaces etc. on the said Premises according to the sanctioned plans of the Kolkata Municipal Corporation.

**AND WHEREAS** the aforesaid one owner namely NVENT REALTY PVT. LTD pre occupied with other realty projects and for smooth execution of the project decided to execute one General Power of Attorney dated 30<sup>th</sup> August, 2023 duly registered in the Office of A.R.A. –II, Kolkata and recorded in Book No. 1, Volume No. 1902-2023 pages 378789 to 378815 Being No. 190211664 for the year 2023 and by the said registered General Power of Attorney dated 30<sup>th</sup> August, 2023 the said owner duly authorized KALIM INFRASTRUCTURE PVT. LTD. the vendor herein to sell out flats/units, Car Parking etc of their shares to be constructed at the “A” Schedule property.

## **INTERSECTION**

(a) Announcement of Sale : The Vendor being desirous announced for ready sales of the premises splitting into Unit/Flat/Flat as per Vendor’s convenience and one said Flat as noted in the SECOND SCHEDULE herein is also being the part of the said announcement.

(b) Recognition and offer in response to the announcement: Upon announcement of sale by the vendor herein the aforesaid Purchaser getting such information from his reliable source and after being satisfied on the portion of the said premises as noted in the SECOND SCHEDULE offer the vendor for purchase of the SECOND SCHEDULE said Flat along with One Covered Car Parking and entered into an “Agreement for Sale” at a mutually agreed consideration of Rs...../- (Rupees ..... ) only.

#### ACCEPTANCE OF THE VENDOR :

Upon approach and mutually agreed offer as made by the purchaser the vendor accepted and entered into an agreement agreed considerable price of Rs. ..../- (Rupees.....) only. And the Vendor upon full satisfaction paid the entire consideration as per Memo of the Consideration as noted herein.

At or before the execution of this Indenture, the Purchaser have inspected and have fully satisfied themselves as to

- (a) The Title of the “A” Schedule property;
- (b) The area, dimensions and specifications of the said flat/ unit agreed to be acquire/purchased by the Purchaser;
- (c) Built up saleable area comprised in the said Flat/Unit;
- (d) The areas whether open or otherwise reserved for exclusive use and enjoyment and as part of a particular flat/unit;
- (e) The rights of the other flat owners in the said new building;

- (f) Xerox copy of the sanctioned Plan;
- (g) Mutation Certificate and Tax Bill.

AND has agreed not to raise any objection in respect thereof whatsoever or howsoever.

**The Vendor do hereby covenant with the Purchaser as follows:**

(a) That notwithstanding any act, deed, matter or things by the vendor / developer or by any of his ancestors or predecessors in the done executed or knowingly suffer, or permitted or suffered to the contrary vendor/developer is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property duly entitled to sale, grant, convey, transfer, assign and assure or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter defect encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid THE Vendor have now good right full power and lawful and absolute authority to sell, grant, convey, transferred, assigned and assured or expresses so to be unto and to the use of the purchaser absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

(b) That notwithstanding any act, deed or thing whatsoever heretofore done committed or knowingly suffered by the vendor/developer or any of the predecessors to the contrary the vendor/developer have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant , transfer, convey, assign and assure the said SECOND SCHEDULE mentioned property unto the purchaser in the manner aforesaid.

(c) That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly possess and hold, occupy and enjoy the said SECOND SCHEDULE mentioned property and receive the rents, issues, profits thereof without any lawful eviction, interruption, hindrances, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said SECOND SCHEDULE mentioned property from or under through or in trust for the vendor and free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise and by and at the cost of the vendor do and execute all cause to be done and executed all such acts, deeds and things whatsoever for further and more fully assuring the said SECOND SCHEDULE mentioned property free from all charges, liens, attachments and encumbrances whatsoever made, done, executed or occasioned by the vendor/developer or any person or persons lawfully or equitably claiming as may be reasonably required.

d) That the Vendor/developer and all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said SECOND SECHDULE mentioned property from through under or in trust for the vendor/developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser do make acknowledged and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further, better and more perfectly, assuring the said SECOND SCHEDULE mentioned property hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the purchaser as shall or may be reasonably required.

(e) That the Vendor/Developer has no outstanding dues in respect of the said SECOND SCHEDULE mentioned property to the Municipal Authority or any authorities, if there is any due then the vendor / developer is liable to pay that upto the date of execution of the Deed of Conveyance in favour of the purchaser herein.

(f) That the Vendor/Developer has stated that prior to the execution of this Deed of Conveyance he has not entered into any agreement or contract with any other person relating to the property for its transfer and the vendor/developer is still the owners and occupiers of the said Second Schedule mentioned property.



NOW THIS DEED WITNESSETH that in consideration of the said sum of Rs..... only paid by the purchaser to the vendor/developer towards the total price as mentioned in the SECOND SCHEDULE property and the vendor/ developer is hereby admitting and acknowledging such consideration and the Vendor/Developer with his physical fitness and mental alertness and consequences have sold and/or released and delivered khas possession of ALL THAT piece or parcel of the flat of.....sq. ft. super built more or less marked as flat no. .... on the .....floor..... at the ----- Side having Vitrified tiles flooring at the Municipal premises No. 90, Muzaffar Ahmed Street (formerly 90, Ripon Street) Post Office - Park Street and Police Station- Park Street, Kolkata – 700016, together with right to take tap, telephone, electric, drainage, sewerage etc.. connection with al easements rights and appurtenance thereto unto and in favour of the Purchaser as well as conferred upon the Purchaser, the absolute right as the benefit and legal ownership to enjoy, to grant, to convey, to sell, to transfer, to assign or to assure the said property free from all sorts of encumbrances AND ALL the estate, right, title and interest, claim and demand whatsoever of the Vendor into or upon the entire said SECOND SCHEDULE mentioned property has been released in favour of the Purchaser herein and that the said vendor has conveyed that TO HAVE AND TO HOLD the same unto the use of the purchaser, his legal heirs, executors, administrators and assigns, absolutely and forever together with the title, deeds and other writings and evidences of the title AND THAT vendor/developer do hereby covenant with the

purchaser, its successors in office, executors, administrators and assigns, that notwithstanding any act or deed or thing heretofore done, executed or knowingly suffered to the contrary, the vendor/developer being lawfully seized and possessed of the SECOND SCHEDULE mentioned property free from all encumbrances, attachments, or defects in the title whatsoever, have full power and absolute authority to sale the said property to the purchaser in the name aforesaid AND THE purchaser shall hereafter, peaceably and quietly hold, possess and enjoy the Second Schedule mentioned property in khas without any claim or demand whatsoever from the vendor or any person claiming through or under the vendor AND FURTHER THAT the vendor its successors in office, executors, administrators, assigns, covenant with the purchaser, their legal heirs executors, administrators and assigns, to save the later from and against any encumbrances or charges or in equity or indemnify whatsoever at his own cost AND the vendor / developer not sold, mortgaged and/or transferred the said property to any body and the said SECOND SCHEDULE mentioned property is not affected by any acquisition or requisition by the Government or Semi Government, or any other body and also no notice have been served upon them or its predecessors to that effect till date. The said SECOND SCHEDULE mentioned property is free from all sorts of encumbrances whatsoever AND the vendor/developer shall and will indemnify and keep indemnified the purchaser against all actions, proceedings, claims, demands, costs, damages and expenses whatsoever AND the vendor/developer his heirs, executors, administrators, assigns, further covenant that he shall, at the request of the purchaser his heirs, executors,

administrators and assigns, do or execute or cause to be executed all such lawful acts, deeds and things as may be necessary for further and more perfectly conveying and assuring the SECOND SCHEDULE property and every part thereof according to the intent and meaning of this Deed the Vendor/ Developer also declares that the vendor/developer unconditionally is bound to rectify any error, omission if any appears in future in this Deed.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel land measuring 17 cottahs more or less lying and situated at Premises No.90, Muzaffar Ahmed Street (formerly 90, Ripon Street) Post Office – Park Street, Police Station- Park Street, Kolkata- 700016, West Bengal, which is butted and bounded as follows:-

On the South : By Road; Partly by 90/1, Muzaffar Ahmed Street,  
(formerly Ripon Street),Kolkata;

On the West : By a Municipal passage;

On the North : By premises No. 91, Muzaffar Ahmed Street,  
(formerly 91, Ripon Street), Kolkata and

On the East : By Bejoy Mansion.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT one self contained flat No. .... on the ..... floor to be built in the said project named “KALIM ALTAIR” in the plot of land as

described in the Schedule 'A' hereinabove measuring ..... sq. ft. more or less of Saleable Area including Super Built up area, and on the ..... Floor together with the proportionate share of interest in the common areas, portions, facilities in the said building, lying and situate at premises No. 90, Muzaffar Ahmed Street (formerly 90, Ripon Street) Post Office – Park Street, Police Station- Park Street, Kolkata- 700016, butted and bounded as follows:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

### **THE THIRD SCHEDULE**

#### **(Specification of construction)**

SPECIFICATIONS to be provided in the said Flat as described in the Schedule - B above are as follows:

a) **STRUCTURE:**

- Foundation : Pilling Reinforced Cement concrete Footing
- Super-Structure : Reinforced Cement concrete Framed Structure with Brickwork infill

b) **FLOORING:**

- Flat room and Internal Passage : 24 X 24 Vitrified Tiles

- Toilets & Kitchen : Ceramic Tiles
- Common Lobby & Stair Case: As per architect drawings

**d) DOORS:**

- Frames : Sal Frame, Flush Door.
- Toilet Door: Flush Door.

**e) WINDOWS RAILINGS:**

- Aluminium Sliding Window.
- Balcony & Staircase : Mild Steel Railing as per design coated with Enamel Paint.

**f) FINISHES:**

- Internal: Plaster of Paris finish/Wall Putty
- External: Anti-fungal External Grade Paint

**g) SANITARY & PLUMBING**

- Water Supply : Concealed UPVC Water Pipes.
- Sewerage & Drainage : PVC Soil & Waste Pipes.
- Toilet Fixtures : White Ceramic Basin and European/Indian Style WC with PVC Cistern.
- Taps & Fittings : Standard Chromium Plated.

h) **ELECTRICAL:**

- Wiring : Concealed conduit with Copper Wires (ISI Marked).
- Switches : White Coloured Semi Modular Switches.
- Light & Fan Points : Standard Numbers along with Foot Lamp.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common portion)**

**Section – A**

Common areas and installations in respect whereof only right of user and purchaser in common shall be granted.

- a) Lobbies and staircase of the Building.
- b) Life pits, chute and machine room of the lift comprised in the building.
- c) Security Room, common staff toilet on the Ground Floor of the Building.
- d) Common drains, sewers and pipes.
- e) Common water reservoir, water tank, water pipes (save those inside any unit/flat).
- f) Wires.
- g) Pump and motor.

- h) Two nos. of passenger lift of adequate capacity of standard make in the building.
- i) Landscaped Garden & Play area for children.
- j) Intercom & CCTV camera (Ground Floor).
- k) Power back-up for common services.

### **SECTION – B**

(Common installations for which the proportionate additional separate costs to be paid by the purchaser)

- i) Electrical installations relating to meter, transformer and sub-station for receiving electricity from the Electricity authority.
- ii) Power Backup (if required).

### **THE FIFTH SCHEDULE ABOVE REFERRED TO**

#### **Part – I**

#### **Agreed consideration**

**Section – A : Additional payment payable wholly by the purchaser herein.**

- a) Stamp duty, registration fees and all other taxes including as levy, miscellaneous and other allied expenses relating to these presents, the Deed of Conveyance/s and all other papers and documents that

maybe required to be executed and/or registered in pursuance hereto and/or relating to the said Flat and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any that may be imposed in this regard at any time.

- b) Charges levied by the vendor/developer herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said unit/flat/Flat.
- c) The estimated monthly maintenance expenses shall be calculated on the basis of agreed super built up area of the said Flat which in the absence of the Owner's Association may be paid by the Purchaser to the Vendor/Developer.

Section –B : Additional payments payable proportionately by the purchaser herein to the owner herein proportionate share of the costs, charges and expenses for :

- a) Installation of Generator for the common portions and for providing adequate power required to the said Flat on actual basis.
- b) Formation of the Association for the common purpose.
- c) Providing any special provision, fitting or amenity in the Buildings and/or the premises.



**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Rights of the vendor/developer herein. Maintenance Agency and Association)**

- a) The maintenance charges payable by the purchaser herein with effect from the date of possession shall be fixed by the Maintenance Agency and shall be payable periodically. In the event of the purchaser herein not taking over possession of the said Flat within the time fixed in the notice calling upon him to take possession, the maintenance charges shall become payable by the purchaser herein with effect from the date of expiry of the said period of such notice.
- b) The Maintenance Agency Association shall be entitled to revise and increase the maintenance charges from time to time and the purchaser herein shall not be entitled to object thereto.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(purchaser's covenants)**

- 1. On and from the date of possession, the Purchaser herein agree/s undertake/s and covenants to:
  - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/ Association from time to time.

- b) Use the common portions without causing any hindrance or obstruction to other Owner and occupants of the building.
- c) Keep the said Flat and walls, sewers, drains pipes, cables, wires, entrances and main entrance serving any other Flats in the building and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats of the building.
- d) Use and enjoy the common portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities.
- e) Sign and deliver to the Vendor herein all papers application and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the CESC Limited and/or whatever the case may be in the name of the purchaser and until the same be obtained , the vendor herein shall provide or cause to be provided reasonable quantum of electricity from their own sources and install in or for the cost of the purchaser herein an electric sub-meter in or for the said Flat and the purchaser herein shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat.

- f) Bear and pay the common expenses and other outgoings in respect of the premises proportionately and the said Flat wholly.
  - g) Pay for other utilities consumed in or relating to the said Flat.
  - h) Allow the other owner the right to easements and/or quasi-easement.
  - i) Regularly and punctually make payment of the common expenses, maintenance charges, within seven days or receipt of demands or relevant bill whichever be earlier and.
  - j) Observe and comply with such other covenants as be deemed reasonable by the vendor/developer herein for the common purposes.
2. On and from, the date of possession, the purchaser agree and covenants :
- a) Not to put any nameplate or letter box or neon-sign or board in the common portions or on the outside wall of the Buildings save at the place as be approved or provided by the Vendor/Developer herein. However, that nothing contained herein shall prevent the purchaser to put a decent nameplate outside the main door of the said Flat.
  - b) Not to do or permit to be done any act, deed or thing which may render void or voidable any policy or Insurance or any Flat or any

part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof.

- c) Not to decorate the exterior of the building/s otherwise than in the manner agreed by the Vendor/ Developer herein in writing or in the manner as near as may be in which it was previously decorated.
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas previously decorated.
- e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building/s.
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/Flat/Flat /Car Parking space in the building/s.
- g) Not to claim right in any open area any open land at the premises or in any other open or covered areas of the Building/s and the premises reserved or intended to be reserved by the vendor /developer herein for its own exclusive use and enjoyment and not development or further development or additional construction

which may be made by the vendor/developer herein there at or on any part thereof.

h) Not to shift or obstruct any windows or lights in the said Flat of the building/s.

3. The purchaser herein agrees undertake and covenants not to make or cause, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the project or the construction and completion of the building/s by the Vendor/ Developer herein including any further construction, additions or alterations that may be made from time to time subject to the approval of Kolkata Municipal Corporation.

**IN WITNESS WHEREOF** the parties hereto above-named set and subscribed their respective hands and signature on this deed on the day, month and year first above written.

SIGNED, SEALED & DELIVERED  
by the PARTIES at KOLKATA  
in the presence of

WITNESESS:

1.

---

**SIGNATURE OF THE VENDOR/DEVELOPER**

2.

**SIGNATURE OF THE PURCHASER**

Drafted by :  
Mr. AjoySankarSanyal,  
Advocate,  
8, Old Post Office Street,  
Kolkata - 700 001.

## MEMO OF CONSIDERATION

**RECEIVED** from the within named Purchaser the within mentioned sum of Rs. .... only in respect of sale of the Second Schedule mentioned Flat in the following manner :-

[illegible]

