

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
202.....(Two Thousand and Twenty-.....), in this Christian Era;

BETWEEN

DIVYA INFRAREALITY PRIVATE LIMITED, (PAN - AADCD9988L), (CIN No. - U51909WB2009PTC131742), a Company incorporated under the Companies Act, 1956, having its registered office at the premises No. - 5A, Woodburn Park (Bibhabati Bose Sarani), Room No. - 401, Fourth Floor, Police Station - Bhawanipur, Post Office - Lala Lajpat Rai Sarani , Kolkata - 700020, represented by its Director **MR. SANTOSH KUMAR PRASAD** , (PAN : AJEPP4960B), (Aadhaar No. - 4222 7379 0854), (Mobile No.- 9830385144), son of Late Jagdish Prasad, by religion - Hindu , by occupation - Business , Nationality - Indian , residing at 33A, Canal Circular Road, Kankurgachi, Post Office - Kankurgachi, Police Station - Manicktala , Kolkata - 700054, hereinafter collectively called and referred to as the "**OWNER/VENDOR/DEVELOPER**", (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators , legal representatives and/or assigns) of the **ONE PART** ;

AND

[If the Allottee is a COMPANY],

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

[OR]

[If the Allottee is a PARTNERSHIP]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an INDIVIDUAL]

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

[OR]

[If the Allottee is a HUF]

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

DEFINITIONS –

For the purpose of this Agreement for Sale, unless the context otherwise requires: -

a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Act No. XVI of 2016);

- b) **"Rules"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) **"Section"** means a section of the Act.

WHEREAS the Owners/Vendor cum Developer herein, is the sole and absolute owners of land measuring **17 (Seventeen) Cottah 7 (Seven) Chittack 41 (Forty One) Sq. Ft.** more or less, together with newly constructed multistoried building comprised and standing thereon, known as **"AAA CROWN"**, which is lying and situated at and being Municipal Premises No. 82A, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata – 700013, within Ward No. - 53 of the Kolkata Municipal Corporation, West Bengal, India , Assessee No. – 11-053-14-0038-0, which is more particularly described in First Schedule below. The Owners/Vendor cum Developer herein have purchased the said property vide 2 (Two) separate Deeds of Conveyance, i.e.

(1) Deed of Conveyance dated 5th July, 2022 (for the 10% undivided share in the above-mentioned property), registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2022, Pages from 720317 to 720348, being Deed No. 190410750 for the year 2022, and;

(2) Deed of Conveyance dated 5th September, 2023 (for the 90% undivided share in the above-mentioned property), registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. – 1904 - 2023, Pages from – 672146 to 672188, being Deed No. 190412801 for the year 2023.

WHEREAS, a plot of land measuring more or less 17 Cottah 7 Chittack 41 Sq. ft. together with a brick built Cinema House standing thereon and comprised within Municipal Premises No. 82A, Rafi Ahmed Kidwai Road, KMC Ward No. 53, Post Office - Taltala, Police Station - Taltala, Kolkata - 700013, is the subject matter of the present Deed of Sale which is the amalgamated plot of land measuring 14 Cottah 2 Chittack 44 Sq. ft. which was partly a vacant land and partly Basti land and previously comprised within Municipal Premises No. 82A and 83/1, Wellesley Street, Police Station - Taltala, Post Office - Taltala, Kolkata-700013 and a divided demarcated plot of land measuring more or less 3 Cottah 3 Chittack 3 Sq. ft. being a portion of

Municipal Premises No. 6, Blochman Street, Police Station Taltaja, Post Office Taltala, Kolkata -700014.

AND WHEREAS the vendor therein were ready and willing to sell their individual share of ownership in the said Premises No. 82A, Rafi Ahmed Kidwai Road, Kolkata, at a valuable consideration as mentioned hereinafter and, inter-alia, represented to the purchaser as follows:-

- i. At all relevant times, Premises No. 82A and 83/1, Wellesley Street, were partly vacant and partly Basti land having 14 Cottah 2 Chittack 44 Sq. ft. of land was originally and absolutely owned by Birendra Nath Basu, Ajit Nath Basu, Pratap Nath Basu and Ajay Nath Basu, as the ownership was jointly acquired by them by virtue of the provisions as contained in the Deed of Partition dated 21st November , 1942.
- ii. The said Birendra Nath Basu and Ors. via a registered Deed of Sale being no. 3013 dated 5th October, 1943, sold, transferred and alienated the said 14 Cottah 2 Chittack 44 Sq. ft. of land comprised within Municipal Premises No. 82A and 83/1, Wellesley Street, Kolkata, to one Md. Hashim and one Md. Yasin in equal shares therein at a valuable consideration and the present vendors are the descendants of the said Md. Hashim and Md. Yasin.
- iii. By virtue of the provisions as contained in the said Deed of Partition dated 21st November, 1942, one Smt. Chamell Basu was allotted with a plot of land measuring more or less 3 Cottah 3 Chittack 3 Sq. ft. being divided and demarcated portions of Premises No. 6, Blochman Street, P.S. & P.O. -Taltala, Kolkata - 700013, as her absolute property.
- iv. During the ownership, the said Chameli Basu via a Deed of Sale being no. 1250 dated 21st April, 1944, sold, transferred and conveyed the said 3 Cottah 3 Chittack 3 Sq. ft. of divided and demarcated portions of land comprised within Premises No. 6, Blockman Street, Kolkata, to the said Md. Hashim and Md. Yasin in their equal half share at a valuable consideration.
- v. Having had ownership over the said two plots of land which were adjacent to each other, the said Md. Hashim and Md. Yasin amalgamated the above mentioned two plots of land comprised within Municipal Premises No. 82A. and 83/1, Wellesley Street and divided and demarcated portions of Premises No. 6, Block Man Street, Kolkata, under order of KMC and upon such amalgamation the said plot of land

renamed and re-numbered as 82A, Rafi Ahmed Kidwai Road, KMC Ward No. 53, P.O. & P.S. - Taltala, Kolkata - 700013.

- vi. By and/or under a registered Deed of Release being No. 1573 dated 11th April, 1955 registered before Registrar of Assurances, Kolkata in Book No. - I, Volume No. 54, Pages from 48 to 58, the said Md. Hashim in consideration of his love and affection transferred and alienated his 50% undivided share of ownership in Premises No. 82A, Rafi Ahmed Kidwai Road, Kolkata -13, to his five sons namely Gholam Sharfuddin, Md. Mushtaque, Md. Ashfaq, Gholam Moinuddin and Gholam Qutubuddin by way of Hiba whereby the said five sons acquired their respective 1/5th (10%) undivided share of ownership in the said immovable property absolutely and forever.
- vii. Similarly, Md. Yasin by and/or under an oral Gift/Hiba on 01.10.1961 transferred and alienated his balance 50% undivided share of ownership in favour of his five sons namely Gholam Mustafa, Md. Farooque, Md. Ariff, Md. Shahid and Mohammed Khalid in their equal 1/5th (10%) undivided share of ownership in the said immovable property and duly mutated their own names in respect of the said Immovable property in the records of Kolkata Municipal Corporation.
- viii. On the said plot of land admeasuring 17 Cottah 7 Chittack 41 Sq. ft. comprised within 82A, Rafi Ahmed Kidwai Road, Kolkata - 13, a pucca Cinema House was constructed in the year 1945 as per the building plan as sanctioned by Kolkata Municipal Corporation in favour of the said MD. HASHIM and MD. YASIN, at their own costs and expenses and upon completion of such construction, the said cinema hall building with the land was let out to one company namely, M/S. CINETONE PRIVATE LIMITED as lessee / tenant for carrying on the business of exhibition of cinematographic feature film there from under the name and style of "CROWN CINEMA". The said lease/ tenancy, in favour of the Cinetone Pvt. Ltd., due to not having any business activities therefrom, the said business of exhibition of cinematographic film is now abandoned with effect from 8.12.2021, by surrendering the two trade licenses, for the reason thereof the said Cinetone Pvt. Ltd. is ready and willing to surrender the said lease/tenancy in favour of the present owners being the vendors herein by handing over the peaceful possession of their tenanted premises comprised within Premises No. 82A, Rafi Ahmed Kidwai Road, Kolkata, absolutely and forever by settling the outstanding statutory dues of its employees, secured and unsecured creditors absolutely in order to keep the said immovable property free from all encumbrances.

- ix. Save as aforesaid, the said immovable property is free from all encumbrances, lien, lis pendens, attachment, acquisition or requisition whatsoever and the vendors are possessing copies of all the title deed, papers and documents in respect of the said immovable property in their custody and are ready and willing to give inspection of the said documents to the purchaser for its satisfaction and thus the vendors are having marketable title on the said immovable property to alienate and dispose of the same to the purchaser at a valuable consideration.
- x. By a registered Deed of Conveyance dated 5th July, 2022 (for the 10% undivided share in the First Schedule mentioned property herein below), registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2022, Pages from 720317 to 720348, being Deed No. 190410750 for the year 2022 made between **OMAR FAROOQUE** therein called and referred to as the VENDORS of the One Part and the Owner/Vendor cum Developer herein, **DIVYA INFRAREALITY PRIVATE LIMITED**, therein referred to as the PURCHASER of the Other Part, the said Vendors therein sold, transferred, conveyed, assured and assigned unto and in favour of the Owner/Vendor cum Developer herein ALL THAT the Municipal Premises No. **82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata – 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India, **Assessee No. – 11-053-14-0038-0**.
- xi. Thereafter By a registered Deed of Conveyance dated 5th September, 2023 (for the 90% undivided share in the First Schedule mentioned property herein below), registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. – 1904 - 2023, Pages from – 672146 to 672188, being Deed No. 190412801 for the year 2023, made between **1) FARHAT ESBAL, 2) MOHAMMED IQBAL, 3) NOOR AFSHAN QUADER, 4) NASIR EQBAL, 5) KHURRAM ALI, 6) NAHID PARVIN, 7) RUKHSANA JABEEN, 8) SABIHA DANISH, 9) NISHAT TEHSEEN, 10) SADAF TAZEEN, 11) NEHA IMRAN, 12) MOHAMMED MEHMOOD, 13) GULRUKH KHAN, 14) ZEBA AHMED**, all (Vendor No. 1 to 14) are represented by their Constituted Attorney, **MANSOOR DANISH**, **15) MOHAMMED KHATEEB KAMRAN, 16) MEHFUZA BEGUM, 17) RASID WALID, 18) YUSUF ZIA, 19) MD. SHAHID, 20) MOHAMMED KHALID**, all (Vendor No. 15 to 19) are represented by their Constituted Attorney, **MANSOOR DANISH**, **21) HUMA ALI**, represented by her Constituted Attorney, **MRS. SHAHLA ARIFF YASIN**, **22) MRS. SHAHLA ARIFF YASIN, 23) ADNAN ARIFF** therein called and referred to as the VENDORS of the One

Part and the Owner herein, **DIVYA INFRAREALITY PRIVATE LIMITED**, therein referred to as the PURCHASER of the Other Part, the said Vendors therein sold, transferred, conveyed, assured and assigned unto and in favour of the Owner/Vendor cum Developer herein ALL THAT the Municipal Premises No. **82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata – 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India, **Assessee No. – 11-053-14-0038-0**. It is required to be mentioned that on or before execution and registration of this Deed of Conveyance, one of the co-sharers namely **Hashmat Ara**, wife of late Md. Ashfaque died intestate on 7th September, 2022 leaving her two daughters namely **Gulrukh Khan** and **Zeba Ahmed**, being the **Vendor No. 13 and 14** herein, who have jointly inherited the estate left by the said Hashmat Ara including her 5% undivided share of ownership in the said immovable property in their equal share and thereby the shareholding of Gulrukh Khan and Zeba Ahmed is enhanced up to 5% each as mentioned hereinafter

AND WHEREAS the said Owner/Vendor cum Developer herein thus became the sole and absolute OWNER of the First Schedule mentioned property by virtue of the 2 (Two) registered Deed of Conveyance mentioned above and thereafter the Owners/Vendor cum Developer herein has applied for Mutation of the same First Schedule mentioned property i.e. being **Municipal Premises No. 82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata – 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India, **Assessee No. – 11-053-14-0038-0**, before the concerned appropriate authority of the Kolkata Municipal Corporation (K.M.C.) and on or about **06/10/2023**, the said property have been **mutated** in the records of the Kolkata Municipal Corporation (K.M.C.) in the name of **DIVYA INFRAREALITY PRIVATE LIMITED**, having its registered office at the premises No. - 5A, Woodburn Park (Bibhabati Bose Sarani), Room No. - 401, Fourth Floor, Police Station – Bhawanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata – 700020, represented by one of its Director namely, **MR. SANTOSH KUMAR PRASAD.**

AND WHEREAS the Owner/Vendor cum Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Ground plus multi-storied Building/Project and also for the Flat, plot or building plan herein obtained Sanctioned Plan being Plan No. vide Building Permit No.dated from Kolkata Municipal Corporation (hereinafter referred to as the said plan and shall include all

alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and duly commenced construction work upon the land admeasuring **17 (Seventeen) Cottah 7 (Seven) Chittack 41 (Forty One) Sq. Ft.** more or less (hereinafter jointly referred to as the said Premises) which is morefully and particularly mentioned and described in the **FIRST SCHEDULE**, hereunder. The Owner/Vendor cum Developer agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9 (3) of the Rules and other laws as applicable.

- A. The said premises is free from all encumbrances, charges, liens, mortgage and/or any other nature of attachments whatsoever and have no acquisition or requisition or any case or proceedings both in Civil and Criminal nature is/are not pending of the respective Learned Court(s) or elsewhere in respect of the said premises which is morefully and particularly descried in the **FIRST SCHEDULE** written hereunder.
- B. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**AAA CROWN**" with the object of using purely for residential purposes.
- C. As per the Ownership and absolute Possession of the said building, the owner cum developer herein is seized and possessed of or otherwise well and sufficiently entitled to the **SECOND SCHEDULE**, hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE**, hereunder written and/or given and enjoying the right, title and interest thereof.
- D. The Owner/Vendor cum Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at KOLKATA on under registration no.
- E. The Owner/Vendor cum developer herein has declared to sell the residential Flat within its absolute possession and ownership of the said building and the Purchaser herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the Owner and also the sanction plan and

the construction and agreed to purchase **ALL THAT** one residential **Flat, being Flat No., on the Floor, side** of the Ground plus storied Building namely **"AAA CROWN"**, measuring about more or less Square Feet Super Built Up Area, (more or less Square Feet Carpet Area, more or less Square Feet Covered Area), of the building in complete and habitable condition in all manner whatsoever lying and situated at Municipal Premises No. 82A, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata – 700013, within Ward No. - 53 of the Kolkata Municipal Corporation, West Bengal, India , Assessee No. – 11-053-14-0038-0, hereinafter called and referred to as the **"SAID FLAT"** morefully and particularly mentioned and described in the **SECOND SCHEDULE**, hereunder at or for the total price and / or consideration of **Rs...../- (Rupees.....only)** finding the proposal as an acceptable one, the competent authority of the Owner herein, has decided to sell out the said flat to and in favour of the Purchaser herein.

- F. By an **AGREEMENT FOR SALE** dated was executed and registered at the office of, in Book No. -, Volume No., Pages to....., Being No. for the year among the Owner/Vendor cum Developer and the Allottee/s/Purchaser, whereby the Owner/Vendor cum Developer herein has agreed to sell, transfer and convey **ALL THAT** one Residential **Flat, being Flat No., on the Floor, side** of the G + storied Building namely **"AAA CROWN"** in Block -, , measuring about more or less Square Feet Super Built Up Area, (more or less Square Feet Carpet Area, more or less Square Feet Covered Area) of the building in complete and habitable condition in all manner whatsoever lying and situated at Municipal Premises No. **82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata – 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India, **Assessee No. – 11-053-14-0038-0**, morefully and particularly mentioned and described in the **SECOND SCHEDULE**, hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** , hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the Purchaser

herein and the Allottee/s agreed to purchase and acquire on ownership the said Flat subject to the terms and conditions contained in the said Agreement for Sale and Allotment Letter, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail, for the agreed consideration of **Rs...../- (Rupees only)** and the same was duly confirmed by the said Owner herein.

- G. The Allottee/s has from time to time paid total consideration amount in full as stipulated in the Agreement for Sale.
- H. The Owner/Vendor cum Developer since has completed construction of the said Flat and pursuant to the Plan a completion certificate dated has been issued by the Kolkata Municipal Corporation (**"Completion Certificate"**) and intimated the Allottee/s about its intention of executing this Deed.
- I. The Allottee/s has now approached the Owner/Vendor cum Developer herein for the execution of this Deed to sell transfer and convey to the Allottee/s for the Term which the Owner has agreed.
- J. **POSSESSION:**

At or before the execution of this Deed, the Allottee herein confirms that it has independently satisfied itself about the right, title and interest of the Owner and the Owner/Vendor herein in the said Land and/or the said Flat, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Flat, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Building, the Common Areas and the said Flat and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Owner cum Developer to the Allottee, which the Allottee admits, acknowledges and accepts.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs...../- (Rupees only)** as the total Consideration paid by the Purchaser to the Owner herein (receipt whereof the Owner hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser) paid on or before the execution of these presents, the Owners/Vendor cum Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being Flat No., on the Floor , side of the G + in Block -, storied Building measuring about more or less Square Feet Super Built Up Area, (more or less Square Feet Carpet Area, more or less Square Feet Covered Area)** of the building in complete and habitable condition in all manner whatsoever lying and situated at Municipal Premises No. 82A, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata – 700013, within Ward No. - 53 of the Kolkata Municipal Corporation, West Bengal, India , Assessee No. – 11-053-14-0038-0, which is morefully and particularly mentioned and described in the **SECOND SCHEDULE** , hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE**, hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner herein doth hereby covenants with the Purchaser that:-

1. The Owner herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid have put the Purchaser in vacant, peaceful and unencumbered possession.

2. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
 3. The Purchaser shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
 4. The Purchaser shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
 5. The Purchaser shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
- NOTE:** Maintenance Deposit cost to be paid per month per Sq. Ft. @____/- for flat measuring of Sq. Ft. **Super built-up area** of the said Flat, from the date of possession even after hand over the project by the Owner/Vendor to the Owners' Association/Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the Purchaser/s on the determination of agreement, if so by any reason whatsoever.
6. The said Flat and/or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
 7. The Purchaser and other co-owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.

8. The Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser under the terms of this conveyance.
9. The Purchaser undivided proportionate interest in land is impartible in perpetuity.
10. The Owner/Developer and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
11. The Purchaser shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

FIRST SCHEDULE

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT one piece and parcel of land measuring more or less measuring **17 (Seventeen) Cottah 7 (Seven) Chittack** 41 (Forty One) Sq. Ft. more or less, together with newly constructed multistoried building comprised and standing thereon, known as "**AAA CROWN**", which is lying and situated at and being **Municipal Premises No. 82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata - 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India, **Assessee No. - 11-053-14-0038-0**, together with all easement right, title, interest, possession, profits, whatsoever and hand over the Khas peaceful full vacant possession as is where is basis free from all encumbrances, charges, liens, attachment, acquisition, requisitions etc. including structure, fitting, fixture, electric installations, water tap, bath and privy easement rights and other amenities and egress and ingress of the said premises morefully which is butted and bounded in the manner as follows :

On The North : By Premises No. 84, Rafi Ahmed Kidwai Road ;

On The South : By Premises No. 83, Rafi Ahmed Kidwai Road;

On The East : By Blochman Street (Man Street);

On The West : By Rafi Ahmed Kidwai Road (Main Road)

SECOND SCHEDULE

(DESCRIPTION OF THE UNIT AND CAR PARKING)

ALL THAT the Unit being no-, on the **Floor**, **Side**, having carpet area of square feet corresponding to Built-up area of ____ square feet comprising of 3/2 (Three/Two) Bedrooms, 1(one) Living room cum Dining room cum Lobby, 1(One) Kitchen and 2 (Two) bath cum privy of the Building Block No. ____ in the building, as per the Block plan marked and demarcated in the Floor Plan annexed hereto and pro rata share in the "common areas" (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of ____ Sq.Ft of the Housing Complex named "**AAA CROWN**" under construction on the Schedule-A Land Together with the right to use ____ Garage/Covered Car Parking Space (Dependent/Independent) admeasuring ____ Sq.Ft / Mechanical Parking Space/ Open Car Parking Space(Dependent/Independent) located on the Ground Floor of or around the Building Block , within the limits of Kolkata Municipal Corporation being the portion of **Municipal Premises No. 82A**, Rafi Ahmed Kidwai Road, Police Station - Taltala, Kolkata - 700013, within **Ward No. - 53** of the Kolkata Municipal Corporation, West Bengal, India , **Assessee No. - 11-053-14-0038-0**, together with the undivided proportionate share of land and all other easement and appurtenances thereto which is butted and bounded as mentioned above.

THIRD SCHEDULE

(COMMON AREA /COMMON PARTS & FACILITIES/ AMENITIES)

1. Electrical wiring and fitting and fixtures for lighting the staircase lobby and other common areas and operating the lifts and water pump with motor.
2. Drains and sewers from the Building connected to the corporation main sewers line.
3. Water supply will be available for 24 hours in the flat in according with availability water supply from the Kolkata Municipal Corporation.
4. Staircase, Lift and Landings having windows and glass panes.
5. Water pump with motor reservoir and pump and distribution pipe lines overhead water tank to different Flats and from reservoir to overhead water and also the pump room and other plumbing installations.
6. Electrical installations and main switch and meters.
7. Water and sewage, evacuation pipes of the flat to drains and sewers common to the Building.
8. Land underneath and Rooftop area / Terrace Area of the building. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls.
9. Lift, Lift Room of the said Building.
10. Main gate of the Building and the passage for entrance and exit of the ground floor and four sides open space of the Building.
11. Indoor gymnasium, Indoor games and Community Hall.
12. Any community or commercial/other facility which is not meant for common use.
13. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

FOURTH SCHEDULE

COMMON AREA MAINTENANCE EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) or at least once every 5(five) years as may be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the Project as usually are or ought to be.

3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the pathways in good repair, clean and tidy and edged where necessary and clearing the pathways when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, Sewage treatment plant forming part of the Project as well as the entire Housing Complex.
6. Paying salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the common areas as may be necessary in connection with the upkeep of the Project.
7. Costs and expenses relating to purchase, maintenance, renewal and insuring any equipment, utilities and/or the provision of any service related to the Common areas.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment/Unit in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning and lighting as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Owner/ Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Apartment/Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment/Unit, of any individual lessee of any Apartment/Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartment.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the

building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment/Unit.

18. Insurance of buildings, fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Owner/ Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
22. Electric Supply system and Electric Generating Set;
23. Water Supply Lines, Pumps, Motors, Filtration Plant and its allied equipments etc.
24. Community Hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assets in common areas used for common purpose.
25. Decorative Water Fountains
26. Costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens.
27. Establishment and all other expenses of the association its formation, office, establishments and miscellaneous expenses and also similar expenses of the Building or any agency looking after the common expenses until handed over the same to the Association of the all Unit Owners.
28. Any other expense for common Purpose.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COVENANTS AND RESTRICTIONS)

1. Not to physically sub divide the said Unit.
2. Neither party shall transfer or permit to transfer of their respective allocation or a portion thereof unless(s) such party shall have observed performed all to the condition on their respective part to be observed and/or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

3. Not to do any act, deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Purchaser/s enjoyment of the said Unit.
4. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit or in the compound or any portion of the said building.
5. Not to store or bring and allow to be stored and brought in the said Unit and goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the said building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
6. 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 said building or any part thereof.
7. Not to fix or install air-conditions in the said Unit save an exp the places which have been provided in the said Unit for such installation.
8. Not to do or cause anything to be done in or around the said Unit which may cause or intend to cause or tantamount to cause of affect any damage to any flooring or ceiling of the said unit or adjacent to the said Unit or in any manner interfere with the use and right and enjoyment of any open passage or amenities available for common use.
9. Not to damage or demolish or cause to be damaged or demolished the said Unit or the fittings and fixtures thereto or any part thereof at any time.
10. Not to close or permit the closing the verandahs or lounges or balconies and lobbies and common part and portions and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the facade of external doors and window, including grill of the said Unit which in the opinion of the Vender any affect the elevation in respect of the exterior walls of the said new building.
11. Not to do not permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the said building is insured.
12. Not to make in the said Unit structural addition and/or alteration such as beams, columns, partition walls, etc. except with the prior approval in writing of Vendor and/or Developer with the sanction of the concerned authorities.
13. The Purchaser/s shall not fix or install any antenna on the roof of terrace of the said building. Neither parties are allowed to make any of the construction in common area,

roofs etc. without proper permission of the Owners and or associations. No roof garden is allowed.

14. Not to use the said Unit or permit the same to be used for any purposes whatsoever other than residential purposes 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 neighbouring premises or for any illegal or immoral purposes or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any Kutcha or Pucca construction thereon or on any part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles of the car parking space shall not be allowed.
15. Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye-laws and regulations.
16. Not to use the parking space or permit the same to be used for any purpose whatsoever other than parking car.
17. Not to park any car on the pathway or open spaces of the said building or at any other place except the space allocated to him, if any.
18. Not to park cars either in the car parking spaces or in any other places in such way to obstruct the movement of other cars.
19. No name writing drawing sign board plate or placard of any kind shall be put on in any window on the exterior of the said unit so as to be visible from outside the said Unit. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
20. No cloths or other articles shall be hung or exposed outside the said unit nor there shall be any exhibition of ugly or objectionable articles that might be visible from outside. No mat or any other articles shall be taken out of the windows of the said unit. In the event of such cloths, articles or things being hung or exposed the Society shall have right to pull out or remove such clothes, articles and things and all costs, charges and expenses incurred in respect thereof shall be paid borne and discharged by the Purchaser/s.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS, QUASI-EASEMENT AND PRIVILEGES RESERVED)

The under mentioned rights, easements and quasi-easements, privileges and appurtenances shall be reserved for the erstwhile Vendor as well as Developer and/or the Association of Owners.

1. The right to use the Common Passage (excluding open Car Parking Space) for free ingress to and egress from Road.
2. The rights of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said unit or parts or the said building through pipes, drains, wires conduits, lying or being in under through or over the said unit 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 purpose whatsoever.
3. The right of protection for other portion or portions of the said constructed building by all parts of the said unit as far as they now protect become vested which shall not be disturbed by the Purchaser by means of structural alterations to the said unit for otherwise in any manner to lesson or diminish the support at present enjoyed by other pars or parts of the said building.
4. The right by the erstwhile Vendor and/or occupier or occupiers of the part of parts of the said building for the purpose of ingress and egress to and from the other part or parts of the said building including the front entrance, staircase, electrical installations, open and covered spaces and other common passages or parts of the said building.
5. The right of the erstwhile Vendor with us without workmen and necessary materials to enter from time to time upon the said unit for the purpose of repairing so far as may be necessary for such pipes, drains, wires and conduits aforesaid PROVIDED ALWAYS the erstwhile Vendor and other person or persons shall give to the Purchaser twenty-four hours prior notice writing of their intention for such entry as aforesaid.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY
the parties at Kolkata in the presence of:

WITNESSESS:-

1.

2.

(MR. SANTOSH KUMAR PRASAD)
The Director of the
“Divya Infrareality Private Limited”
(Owner/Vendor cum Developer)

(SIGNATURE OF THE PURCHASER/S)

DRAFTED BY:

(Advocate)

MEMO OF CONSIDERATION

RECEIVED from the within named
PURCHASER/S the within mentioned sum of
Rs...../- (Rupees only)
by way of total consideration money as per Memo
below :-

Cheque No.	Date	Bank & Branch Name	Amount
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Total Rs...../-

(Rupees.....only)

WITNESSESS :

1.

2.

(SIGNATURE OF THE OWNER)