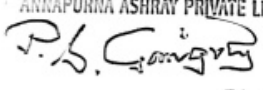


ANNAPURNA ASHRAY PRIVATE LIMITED

Director

THIS DEED OF CONVEYENCE made this ____ day of _____ 2023

BETWEEN

Sri Tridibesh Sanyal (PAN: AMBPS78577A) (Aadhar No 8365-0047-9784) Son of Late Dhiresh Chandra Sanyal by faith Hindu, by Nationality Indian and **Smt. Soma Sanyal** (PAN: EZFPS4625M) (Aadhar No 8888-9410-5899) wife of Sri Tridibesh Sanyal, by faith Hindu by Nationality Indian both are residing at 22A Russa Road South , South 3rd Lane, Kolkata 700033 Police Station Jadavpore, Post Office Jadavpore, South 24 Parganas represented by the constituted Attorney **Annapurna Ashray Pvt. Ltd.** (PAN: AAECA5906A), a Private Limited Company registered under the Companies Act and having its registered office at

42/1, Chetla Road, Police Station Alipore NOW Chetla, Post Office Alipore, Kolkata 700027, represented by one of its Director Mr Partha Sarathi Ganguly, son of Late Tarak Nath Ganguly, by faith Hindu , by occupation Business by Nationality Indian residing at 42A, Chetla Road, P.O-Alipore, P.S-Chetla, Kolkata 700027 (PAN: ADWPG6587F) (Aadhar No. 2844 2527 7206), vide registered Power of Attorney mentioned below, hereinafter referred to as the '**OWNERS**' of the **FIRST PART**;

AND

Annapurna Ashray Pvt Ltd .(PAN: AAECA5906A), a Private Limited Company registered under the Companies Act and having its registered office at 42/1, Chetla Road, Police Station Alipore NOW Chetla, Post Office Alipore , Kolkata 700027, represented by one of its Director Mr Partha Sarathi Ganguly , son of Late Tarak Nath Ganguly , by faith Hindu, by occupation Business by Nationality Indian residing at 42A, Chetla Road, P.O-Alipore, P.S-Chetla , Kolkata 700027 (PAN: ADWPG6587F)(Adhaar No. 2844 2527 7206) hereinafter referred to as the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors and/or successors in office,) of the **SECOND PART**;

AND

_____ by Nationality Indian by faith Hindu, by occupation Business, residing at _____ hereinafter referred to as the '**PURCHASERS**' (which expression shall unless excluded by or repugnant to the subject or context mean and include his/her heirs, executors, successors, administrators, legal representatives and assigns) of the **THIRD PART**.

The Owners, Developer and Purchasers shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS

- 1) The Owners are entitled to ALL THAT piece or parcel of Plot No 24 measuring about 3 cotta 12 chittak 26 sqft lying and situate at Plot No 24 Premises No 281, Prince Anwar Shah Road (now known as Municipal Premises No 22, Russa Road, 3rd Lane, P.S Jadavpore, Kolkata 700033, South 24 Parganas within the Limit of Kolkata Municipal Corporation ward No 94 and more fully described in the **First Schedule** hereto and hereinafter referred to as '**the said Premises**'.
- 2) The Developer has signed a joint venture agreement dated 16th August 2018 with the Owners to develop the Premises under a registered Agreement For Development Cum Power of Attorney as per the terms and conditions mentioned therein which document was duly registered at ADSR, Alipore South 24 Parganas bearing No. 160505512 of Book No. 1 CD Volume No. 1605-2018 Page from 176052 to 176104 for the year 2018 and also by way of a deed of declaration dated 19.12.2018 for correction of Boundary Schedule therein and also granted Power to commercially exploit the Said Land by the developer, complete the construction and to sale out the developers portion to the new Purchasers. It is pertinent to mention herein that the owners appointed **Annapurna Ashray Pvt Ltd** .(PAN: AAECA5906A), a Private Limited Company registered under the Companies Act and having its registered office at 42/1, Chetla Road, Police Station Alipore NOW Chetla, Post Office Alipore , Kolkata 700027, represented by one of its Director Mr Partha Sarathi Ganguly , son of Late Tarak Nath Ganguly , by faith Hindu, by occupation Business by Nationality Indian residing at 42A, Chetla Road, P.O-Alipore, P.S-Chetla , Kolkata 700027 as their Constituted attorney .
- 3) The Developer has already initiated and completed the construction in terms of the Development Agreement executed between the Owners and the Developers of the New Building strictly according to the plans as sanctioned by the Kolkata Municipal Corporation for the said Premises as per Building Permit together with such additions and/or amendments as may be permitted by the Kolkata Municipal Corporation from time to time (if any) bearing No. 2021100034 dated 28th June 2021;
- 4) The Owners and Developer obtained the final layout plan together with all other approvals for the new Building including the Units therein sanctioned from the

Kolkata Municipal Corporation. The Owners and Developer confirms that they have not made any changes to the sanctioned plans;

- 5) The Developer has already completed construction in terms of the Development Agreement executed between the Owners and the Developers of the new Building and according to the plans as sanctioned by the Kolkata Municipal Corporation for the said Premises as per Building Permit together with such additions and/or amendments as may have been permitted by the Kolkata Municipal Corporation.
- 6) The details of all the deeds through which the Owners purchased and the flow of title of the said Premises are set out in details in the **Fifth Schedule** hereto.
1. The Purchasers have booked and paid for and the Developer has allotted **ALL THAT** Residential Unit No.____on the ____ **Floor** at the Western side of the building having a super built up area of _____ square feet) more or less together with the proportionate share in the common area for the said Unit, and one Covered Car Parking No. ___ in the Ground Floor together with proportionate undivided share of land to be constructed on the said Premises as more fully described in the **First Schedule** hereunder and the proportionate share in Common parts and portions as more fully described in the **Third Schedule (Part II)** hereunder and hereinafter referred as “**the said Unit**”;
- 7) At or before execution of this Indenture the Purchasers:
 - a) Have fully satisfied themselves as to the title of the Owners and the right of the Owners in respect of the said Premises.
 - b) Have inspected the plan sanctioned by the authorities in respect thereof together with all other related documents in respect of the said Building and the said Unit constructed by the Owners/Developer and the Purchasers agree not to raise any objection with regard thereto.
 - c) Have verified the location and site of the said Unit including egress and ingress thereof and the area of the Unit as stated herein and agrees not to dispute the same.

- d) Have acknowledged that the right of the Purchasers shall remain restricted to the said Unit as described herein below.
- e) Have satisfied themselves as to the super built up area of _____ square equivalent to built-up area _____ sqft feet and one covered Car Parking in the Ground Floor in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units/Units comprised in the said Building and has agreed not to challenge or dispute the same in any manner whatsoever or however.
- f) Have understood that the Developer shall be entitled to apply for sanction of construction of additional floors to the Kolkata Municipal corporation and shall construct any such additional floors upon obtaining sanction from the Kolkata Municipal Corporation and the Purchasers shall have no objection to the same. The Purchasers herein agree and give their unequivocal consent for the same by virtue of this instance. The Purchasers also grant their consent to adjust undivided share of land and other Common Parts, Portions and Common Areas due to construction of the additional floor in the building.

THE OWNERS, DEVELOPER AND PURCHASERS DO AND EACH OF THEM DO HEREBY JOINTLY AND SEVERALLY DECLARE AND COVENANT AS FOLLOWS:

- a) The construction of the said Unit has been completed and the completion certificate obtained, the Owners/Developer have vacant peaceful possession of the unit described in the **Second Schedule** hereunder to the Purchasers as the full and absolute owner thereof, upon the Purchasers being fully satisfied with the construction and completion of the said Unit and the new Building simultaneously with the registration of this conveyance on receiving the full consideration money.
- b) The Owners, Developer and Purchasers have complied with and fulfilled all the agreed terms and conditions in respect of the said Unit and as settled between them, No Further Claim hereinafter whatsoever is nature will stand nil.

- c) The owners, purchasers have complied with and fulfilled all the agreed terms and conditions in respect of the said Unit and as settled between them, No Further Claim hereinafter whatsoever is nature will stand nil.
- d) That the Purchasers shall not cause any nuisance or annoyance to the other co-owners of other units in the said Premises and also to the people staying in the neighbouring properties and shall use the said Unit only for residential purpose and shall not use the same for any illegal or immoral purpose. The Purchasers shall have the right and authority to use and enjoy in common the main entrance gate for free ingress to and from the said Unit.
- e) The Purchasers shall observe, fulfil, and perform the covenants herein written including those for common purposes and shall regularly pay and discharge in full all taxes and impositions on and outgoing of the said Unit, and proportionately pay all expenses for maintenance in connection with the and upkeep of all common areas in the said building.
- f) The Purchasers shall apply for and have the exclusive right to mutate the said Unit in their names and separately assessed with the Kolkata Municipal Corporation for the purpose of separate assessment and payment of Municipal rates and taxes separately.
- g) That the Purchasers shall be liable to bear and pay municipal rates and taxes in respect of the said Unit together with their share of the undivided proportionate share in the land from the date of taking possession of the Unit and/or registration of Deed of Conveyance whichever is earlier irrespective of whether the Unit is separately assessed to such rates and taxes or all the Units in the Building are jointly assessed directly to the Kolkata Municipal Corporation or any other authority or authorities concerned.
- h) The Purchasers shall be liable to pay all penalty, interest, cost, charges and expenses for and in respect of any or such taxes or impositions as the case may be in case the same be imposed or charged due to default of the Purchasers.
- i) The Purchasers shall keep the electrical installations and fittings and wirings in the said Unit of the said Premises in good condition and in accordance with the

Indian Electricity Act, 1910 (or any subsequent enactment thereof) and the Rules framed there under.

- j) The Purchasers shall be entitled to apply and obtain separate electric connection by way of independent meter from the CESC and pay all charges for such consumption of electricity as per the bills raised by the supplier. The Developer may assist the Purchasers to apply for such electric connection for the said Unit for and/or behalf of the Purchasers, at the request of the Purchasers and subject to that the Purchasers shall pay all costs, charges and the deposit as may be required to be made to the Developer. It is however made clear that the Owners and Developer shall in no way be responsible, if the supply of electricity is hindered and/or delayed due to the act of CESC Limited and/or other authorities.
- k) The Purchasers hereby undertakes to become a Member of Owner' Association formed by the Developer for all the owners of units in the said Building at the said Premises, for the purpose of property management, control the common portion and do all acts deeds and things as may be necessary for expedient for the common purpose and the Purchasers undertake that she shall co-operate with the Co-owner and the Owners Association and shall pay their proportionate share of cost of formation of Maintenance Company before taking possession and/or execution of Conveyance.
- l) That the Purchasers shall pay an interest free deposit to the Owners and Developer and/or Maintenance Association (to be finalised by the Developer and at the sole discretion of the Developer) as interest free security deposit on account of maintenance charges.
- m) The details of the rules and regulations of the maintenance company shall be contained the statutory documents of the Maintenance Company and the Purchasers have to abide by those rules.
- n) That the Purchasers shall pay regularly on the 7th day of every month to the Association or the Maintenance Company or the Developer (as the case may be) the proportionate share of **Common Expenses and Outgoings** as mentioned in the **Fourth Schedule** hereunder.

- o) The Purchasers shall at their own costs and expenses keep the said Unit and every part therein, exclusively within the possession and control of the Purchasers properly painted and maintained and to keep the same in good repaired condition and in a neat and clean conditions and as decent and respectable place.
- p) The Developer shall be entitled to apply for sanction of construction of additional floors to the Kolkata Municipal corporation and shall construct any such additional floors upon obtaining sanction from the Kolkata Municipal Corporation and the Purchasers shall have no objection to the same. The Purchasers herein agree and give their unequivocal consent for the same by virtue of this instance. The Purchasers also grant their consent to adjust undivided share of land and other Common Parts, Portions and Common Areas due to construction of the additional floor in the building.
- q) The Purchasers shall use the water supply system, pump room, staircase, staircases landings, overhead tank, privy, ultimate roof and the other common portions of the building shall always remain common property of the Purchasers for the purpose of common use and nobody shall create any hindrance in respect of the common user of such common property.
- r) That the Purchasers shall be entitled to sell, mortgage, lease or otherwise alienate the said Unit hereby acquired subject to the terms and conditions contained herein without the consent of any other unit owners who may have acquired before or who may hereafter acquire any right, title or interest similar to those acquired by the Purchasers.
- s) That the Purchasers shall have and acquire the full right and interest in the property hereby agreed upon to be sold to him on the basis of this conveyance and shall be entitled to Title of the property in favour of the of the Purchasers in terms of this Conveyance.
- t) That the Purchasers shall have undivided interest in the land underneath the Building in which Unit is situated which shall remain joint for all time with the other co-owners who may hereafter or hereto before have acquired title and interest in the land and in any Unit in the Building. It is being hereby further declared that the interest in the land is impartible.

- u) That the roof of the ultimate floor of the Building in which the Unit is situated shall always be the common property for use of all the Purchasers and/or unit holders of the said Building along with the Owners and Developer (if any part of the building remains unsold) but none shall have the right to make any further construction thereupon.
- v) That the Purchasers shall have right to the respective side of the common partition wall demarcating his Unit from another adjacent to his Unit and shall be entitled to repair and maintain the same but he shall not be entitled to damage or open door or window on the same encroaching the privacy of the adjoining Unit owners, and shall have common/joint right over the vacant land adjoining the said block of the said Premises.
- w) That the name of the Building shall be “Annapurna Apartment” and the Purchasers along with other purchasers including their successor in title and interest shall not be entitled to change the same.

NOW THIS INDENTURE WITNESSETH that on the basis of covenants mentioned above and in consideration of the said sum of Rs. _____ (Rupees _____ only) of true and lawful money of the Union of India in hands of the Developer well and truly paid by the Purchasers (the receipt whereof the developer do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and forever discharge the Purchasers and the said Unit, the Owners do hereby grant transfer sell convey assign and assure to and unto and in favour of the Purchasers ALL THAT Residential Flat No. _____ on the _____ floor having a super built up area of _____ square equivalent to built-up area _____ sqft feet and one Covered Car Parking in the Ground Floor together with proportionate undivided share of land to be constructed on the said Premises namely “Annapurna Apartment” as fully described in the **Second Schedule** hereto and delineated in the plan annexed hereto with red border together with proportionate share or interest in the impartible land beneath the said building attributable pro-rata to the said Unit together with right of common user of all common spaces, paths and passages, stairs and landings, underground water reservoir, service areas overhead water tank, drain and sewers, water pipe lines for lifting water from the under ground water reservoir to the overhead water tank and distribution of water to different said Unit through such water pipe lines, electrical wiring and electrical

equipment in common areas, electric motor and water pump etc. more fully and exhaustively mentioned and described in the Part-II of the **Third Schedule** together with the right of ingress and egress to and from the said Unit by user of common areas of the building known as "Annapurna Apartment" at 22, Russa Road South, 3rd Lane, P.S Jadavpore, Kolkata 700033, within the Limit of Kolkata Municipal Corporation ward No 94 in the District of South 24 Parganas more fully and particularly mentioned and described in the **First Schedule** hereunder written and All the estate right title interest property claim and demand whatsoever of the Owners and their predecessors in title into and upon or in respect of the said Unit TO HAVE AND TO HOLD the said Unit with common rights hereby granted transferred sold conveyed assigned and assured to and unto and to the use of the Purchasers absolutely and forever and free from all encumbrances for a perfect Second and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other things whatsoever to alter defeat encumber or make void the same AND the Owners do hereby covenant with the Purchasers that Owners are now lawfully and rightfully entitled to absolutely transfer sell and convey assign and assure ALL THAT the said Unit on the ___ floor together with common rights mentioned herein to the Purchasers free from encumbrances AND that the Purchasers hereby covenants with the Owners that the Purchasers have satisfied themselves about the title documents plans, and constructions of the building at the premises and the said Unit and have also checked and are satisfied about the area and/or measurement of the said Unit as mentioned in these presents and hereby agree not to raise any dispute or question with regard thereto and hereby further covenant that notwithstanding anything to the contrary, the Purchasers shall pay necessary tax or levies with reference to the nature of user and for the protection of their right title and interest in respect of the said Unit AND that the Purchasers will and shall maintain the said Unit on the Second floor with common rights in such a manner so that it may not cause any danger to/or prejudicially affect the said Multi-storied Storied Building in any way whatsoever AND that the Purchasers will and shall pay proportionate share or rates and taxes relating to the said premises until such time as separate assessment is made in respect of the said Unit with common rights AND that the Owners covenant that the Purchasers shall at all times hereafter peaceably and quietly possess and enjoy the said Unit on Second floor with common rights as an absolute owners thereof subject to the covenant conditions and obligations for common expenses and including definition as set out and particularly mentioned in **Part II** of the **Third Schedule** hereunder written

to be observed and performed and paid by the Purchasers concerning the said Unit on the Second floor with common rights AND that the Owners hereby covenant with the Purchasers that the confirming party shall be entitled to retain the original documents of title relating to the said premises and shall upon every reasonable request of the Purchasers and at the cost of the person making the said request produce the said documents of title or any of them and on like requests and costs furnish such true copies thereof or extract there from as the Purchasers may reasonably require AND that Purchasers' right title and interest shall not extend to other said Unit or units in the said building "Annapurna Apartment" AND the Purchasers hereby agree not to object to any variations, alterations or changes of sanctioned plan or all alterations or changes in any of the said Unit s, and common areas in the building as may be carried out by the Owners or their assignee and it is made absolutely clear that the Purchasers will not claim any right over the land appurtenant to the said building as also roof thereof provided the Purchasers shall have a limited right confined to inspection of overhead water tank from time to time and also right to install internet antenna, water filtration plant, Chimney etc. on roof top AND THAT it is further covenanted and agreed that neither the Owners nor the Purchasers has any claim monetary or otherwise against each other.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)**

ALL THAT piece or parcel of Plot No 24 measuring about 3 cotta 12 chittak 26 sqft lying and situate at Plot No 24 Premises No 281, Prince Anwar Shah Road Now Known as Municipal Premises No 22, Russa Road South, 3rd Lane, P.S Jadavpore, Kolkata 700033, South 24 Parganas within the Limit of Kolkata Municipal Corporation ward No 94 and butted and bounded in the manner following, that is to say :-

On the North	:	By Public Road known as Russa Road south 3 rd Lane(20ft wide Road).
On the South	:	By Premises No. 25 Russa Road South 1 st Lane.

On the East : By Premises No. 21/6 Russa Road South 3rd Lane, Kolkata

On the West : By Premises No. 28 Russa Road South 3rd Lane., Kolkata

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID UNIT)

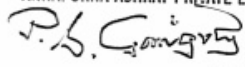
(PART I)

ALL THAT the Tiles flooring under construction Residential Unit bearing No. ____ on the ____ **Floor** in the Western side of the said Multi-storeyed Building (having no Shopping Complex) constructed at Premises No 281, Prince Anwar Shah Road Now Known as Municipal Premises No 22, Russa Road, 3rd Lane, P.S Jadavpore, Kolkata 700033, South 24 Parganas within the Limit of Kolkata Municipal Corporation ward No 94, having a super built up area of 1007 square feet more or less together with the proportionate share in the common area for the said Unit, be a little more or less and as shown in the map or plan annexed hereto bordered with RED colour thereon and the proportionate share of the common area of the corridor and stair case and proportionate area as specified in **Fourth Schedule** (Part II) including undivided interest in the land attributable to the said Unit or Commercial Space

PART II

(Car Parking)

A Covered Car Parking space bearing No ____ in the Ground Floor of the Building constructed on the Said Premises as shown in the map or plan annexed hereto bordered with Green colour thereon.

ANAPURNA ASHRAY PRIVATE LIMITED

Director

(PART III)
(UNIT AND APPURTENANCES)
[SUBJECT MATTER OF CONVEYANCE]

The Land Share being undivided, impartible, proportionate and variable share in the land comprised Said Premises as more fully described in the First Schedule above.

The Said Unit, being the Unit described in Part-I of the Second Schedule above.

The Said Parking, being the Covered car parking described in Part-II of the Second Schedule above.

The Share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the Part-II of the Third Schedule below, as is attributable to the said Unit.

THE THIRD SCHEDULE ABOVE REFERRD TO
PART I
(SPECIFICATIONS TO THE APARTMENTS)

- **GENERAL:** The building shall be R.C.C framed structure as per the design of the architect and engineer. Proper Anti-Termite Treatment and Damp Proofing to be done at Foundation Level.
- **PLASTER WORKS:** ACE Blocks wall inside finished with Wall Putty (J.K. / Birla or similar) over cement plaster and outside furnished with snowcem over cement plaster.
- **FLATCONTAIN:** 2 Nos. Bedrooms, 1 No. Balcony, 1 No. Dining and Drawing area, 1No. Kitchens and 2 Nos. Bathrooms in each Unit.

- **FLOORBED:** Shall be finished with ceramic floor tiles (600 x 600). Floor tiles will be given worth Rs.60 /- per tiles and Wall tiles would be given worth Rs45/- . Floor tiles for the Toilet and Kitchen shall be antiskid.
- **SKIRTING:** 4" inch skirting (sonsil or similar basic tiles).
- **KITCHEN ROOM:** Kitchen floor shall be finished with ceramic antiskid floor tiles (2' x 2'). Type of Floor tiles to be given are of sonsil or similar basic types worth Rs.60 /- per tiles and Wall tiles would be given worth Rs45/- . 2'0" height glazed brand white coloured tiles will be provided over Cooking platform that will be of black stone supported with black/ similar granite and a stainless Steel sink with drain – board (24" x 18") / (22" x 17") and will be fixed attached to the platform.
- **SANITARY:** White commode (Sonsil or similar) with PVC cistern to be provided in each toilet. One white wash basin 20" inch inside (Sonsil or similar) to be provided in each Bathroom and dining room (If Possible).
- **PLUMBING:** The inside water line will be fully concealed with PVC blue pipes (Supreme or similar), one shower (Hot and Cold Line), one basin, one (hot and cold) wall mixture (Essco or similar) will be provided, two taps to be provided in each toilet and 1 Nos Health Faucet, 1 Nos. of Basin Mixture and two taps to be provided in kitchen. All soil and water line will be Supreme or similar make HDP pipes.
- **DOORS:** 32mm factory pasted phenol bonded hot pressed termite and Borer Worm Proof shutter with (4"x2") M. Sal wooden frame (Treated with Termite and Borer Worm Proof Chemical) to be provided to all units/flats .
- **WINDOWS:** Plain Natural Anodised Aluminium Openable Type windows except at kitchen and verandah with 3mm thick pin head class, with M.S.Grill. Windows at Kitchen and the side of the verandah shall be of sliding type. At Verandah if possible French Window to be done as per Architect (Mr. Manas Dutta's discretion).

- **ELECTRICAL INSTALLATION:** All electrical lines will be concealed by PVC pipes with copper wire by Havells finished with modular type switches (CPL/North West or similar type switches). Every flat will have separate electrical meter. The security deposit of electric meter and any other relating to electricity connection for common use of the building proportionately and of the said flat/ unit and other expenses shall be paid by the purchaser/owner of the said flat.
- **BEDROOM:** Two light points, one fan point, 3 Nos. of 5 Amps and 1 No. of 15 Amps A.C. points in each bedroom to be provided. 1 TV point conduit only and Telephone along with internet outlet (conduit only) to be provided.
- **LIVING/ DINING:** 5 Nos. Light Points (3 Nos. In Living Room and 2 Nos. in Dining Room), 2 Nos. Fan Point, 4 Nos. -5 Amps Point , 3 Nos -5Amps to be provided for TV, Home Theatre & Computer Circuit), Conduit to be laid with Covering for TV and Telephone lines.
- **KITCHEN:** 1 Light point, 4 Nos. of 5 Amps and 2 Nos. of 15 Amps plug point along with one exhaust fan point and 1 Nos. Cabin Fan point to be provided.
- **TOILET:** 1 Light point in the WC, 2 Light points, 1 No. Cabin Fan Point, 1 No. of 5 Amps and 1 No. of 15 Amps points to be provided in the toilet along with a provision for washing machine at prescribed position as per architect with water and electric lines.
- **COMPOUND:** Compound will be paved wherever required. Best quality M.S. grill front gate will be provided as per drawing, with 4 Nos of lights at four corner's of the Building from Roof and Common area lights to be controlled from a single point.
- **BALCONY :** 1 light point and one point for ceiling fan if necessary is to be provided.
- **LIFT:** 1 no. of Lift (OTIS or Equivalent) is to be installed with a capacity to carry 4 passengers at a time.

- **STAIR:** Stair with Marble Flooring Jaipur Green and Railing.

PART II

(COMMON PARTS, PORTIONS AND COMMON AREAS OF THE SAID BUILDING)

1. Staircase on all the Floors & Roof including common corridor/passage/landings on all floors.
2. Lift.
3. Lift Machine Room, lift duct, landing etc.
4. Common passage and lobby on the upper floors & ground floor, except the area reserved for car parking, and for any other purpose.
5. Driveways and Pathways for ingress to or egress from the said Unit including appurtenant area thereof.
6. Water Pump, Water tank (overhead and underground), Water pipes and other common plumbing Installation including drainage, sewerage pipes along with the duct.
7. Drainage and Sewerage.
8. Elegant Outdoor Elevations and its Area.
9. Roof Terrace for Recreation.
10. Boundary Wall.
11. Common space for installation of Meter electrical wiring and Fittings
12. Common toilet(s) in the ground floor
13. Boundary walls

14. Wiring, fittings, lighting and accessories for lighting of lobbies, staircase and other Common Portions of the Said Complex/Building.
15. Well-designed Letter Boxes

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. All cost of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating and lighting the common parts and common portions and also the outer walls of the Building and parking space and also for security of the said Building.
2. The salaries of all persons employed for the said purpose.
3. All charges and deposit for supplies of common utilities including water, electricity etc. incurred for common purpose.
4. Municipal taxes and other outgoings save and except those separately assessed on the respective flat.
5. Cost and charges of establishment for maintenance of the Building and for various common staff including expense on manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc, if applicable.
6. All litigation expenses appertaining to the maintenance and protection of the said Building and disputes regarding claims and/or demands from municipality and/or other local authorities etc.
7. All other expenses and outgoings as are deemed by the Developer to be necessary or incidental for and regulating interest and/or the right of the Purchasers.
8. Insurance of the said Building, if applicable.

9. All expenses referred to above shall be borne by the Purchasers from the date of notice as to completion of the Unit and for taking possession of the Flat. Establishment and all other capital and operational expenses in relation to creating and maintenance of an Association.
10. All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(ROUTE OF TITLE)

- A) One Quazi Sayed Abdul Aziz was the paramount title holder of ALL THAT piece and parcel of land hereditaments and premises known as Municipal Holding No. 281, Prince Anwarshah Road more fully and particularly described in the Schedule mentioned therein sold conveyed granted transferred assured the said property in favour of one Mr. Godfrey Frederick Clayden by virtue an Indenture of Conveyance dated the 16 (sixteenth) day of February, 1920 duly registered at the Alipore sub Registration Office vide Book No. I, Volume No. 14, Pages 122 to 134 being Deed No. 675. for the year 1920.
- B) After becoming the owner of the said property said Mr. Godfrey Frederick Clayden while seized and possessed the same, on 6th (sixth) day of April, 1939 he sold, conveyed, granted, transferred, assured, assigned All THAT piece and parcel of revenue free land containing by measurement 4 (Four) Bighas 17 (Seventeen) Cottahs 5 (Five) Chittaks and 27 (Twenty Seven) Square feet more or less lying and situated at the aforesaid Municipal Holding No. 281, Prince Anwar Shah Road more fully and particularly described in the Schedule mentioned therein unto in favour of one Mugneeram Bangur and Company, a registered partnership firm which was registered at the Alipore District sub Registrar's Office vide Book No. I, Volume No. 42, Pages 175 to 181 being Deed No. 1224 for the year 1939.

- C) The aforesaid Mugneeram Bangur and Company for the purpose of selling off the aforesaid land in small self-contained plots being numbered as 1, 2, 3 etc properly developed the same by opening out roads therein and by constructing surface drains along the foresaid roads.
- D) The aforesaid Mugneeram Bangur and Company being seized and possessed of and being well and sufficiently entitled to the Plot No. 24 measuring about 3 Cottahs 11 Chittacks 39 Sq.ft formed out of the said Premises No 281, Prince Anwarshah Road free from all encumbrances sold, conveyed, granted, transferred, assured, assigned unto one Taranandan Chakraborty the aforesaid Plot No.24 in the year 1943 by way of a registered Indenture of Conveyance dated 23rd day of October,1943 duly registered in the office of Sadar Joint Sub Registrar at Alipore vide Book No. I, Volume No. 20, Pages 292 to 299 being Deed No. 1853 for the year 1943 **TOGETHER WITH** right of ingress and egress over a 20 ft. wide road/ passage on the northern side of the aforesaid property and with covenant for production of the original title deeds concerning the original premises.
- E) The aforesaid 20 ft wide road on the northern side of the aforesaid property has since been taken over by the then Tollygunge, Municipality and is since known as Russa Road South 3rd Lane.
- F) Thereafter in or about the year 1947 the aforesaid Taranandan Chakraborty constructed a residential building on the aforesaid Plot No.24.
- G) The aforesaid Taranandan Chakraborty died intestate on 4th November 1958 leaving behind him surviving his wife namely Suniti Chakraborty and their 3 sons namely Tarun Chakraborty, Tapan Chakraborty, Tushar Chakraborty and four daughters namely Uma Chakraborty (Roy), Krishna Chakraborty, Reba Chakraborty and Ratna Chakraborty (Bhattacharjee) as his only legal heirs who jointly inherited the property in equal shares under the Hindu Succession Act, 1956.

- H) The said Smt. Suniti Chakraborty died intestate on 11th June, 1983 leaving behind the aforesaid sons and daughters who jointly inherited her 1/8th share in equal proportion under the Hindu Succession Act, 1956.
- I) The said Tarun Chakraborty died intestate on 24th February, 1994 leaving behind him surviving his wife namely Gita Chakraborty, one son namely Subhrangshu Chakraborty and one daughter namely Smt. Sreemati Chakraborty who inherited the share of said Tarun Chakraborty since deceased in the property in equal share under the Hindu Succession Act, 1956.
- J) The said Smt. Uma Chakraborty. (Roy) died on 19th January, 2001 leaving behind her surviving her three sons namely Manas Roy and Subhas Roy and three daughters namely Manisha Roy, Bharati Roy (Goswami) and Saswati Roy who jointly inherited the share of aforesaid Uma Roy since deceased in equal share under the Hindu Succession Act, 1956.
- K) The said Ratna Chakraborty (Bhattacharjee) died intestate on 29th January 2003 leaving behind her surviving one son namely Sumanta Bhattachajee and one daughter namely Sumita Bhattachaljee who jointly inherited the share or aforesaid Ratna Chakraborty (Bhattacharjee) since deceased in equal share under the Hindu Succession Act, 1956.
- L) Smt. Krishna Chakraborty, Smt. Reba Chakraborty, Tushar Chakraborty, Tapan Chakraborty, Manas Roy, Tapas Roy, Subhas Roy, Smt Manisha Roy (Chakraborty), Bharali Roy (Goswami), Smt. Saswati Chakraborty, Smt. Gita Chakraborty, Subhrangshu Chakraborty, Smt. Sreemali Chakraborty, Smt Sumanta Bhattacharjee and Smt. Sumita Bhattacharjee (Ghatak) jointly became the sole and absolute owners of aforesaid property being seized and possessed of and being well and sufficiently entitled to the Plot No. 24 measuring about 3 Cottahs 11 Chittacks 39 Sq.ft formed out of the said Premises No 281, Prince Anwarshah Road free from all encumbrances TOGETHER WITH right of ingress and egress over a 20 ft. wide road/ passage on the northern side of the aforesaid property.

- M) By a conveyance Deed of sale dated the 23rd (Twenty-third) day of July, 2008 duly registered at the Office of Additional Registrar of Assurances I vide Book No. I, Volume No. 27, Pages 7260 to 7285 being Deed No. 10984 for the year 2014 the aforesaid Smt. Krishna Chakraborty, Smt. Reba Chakraborty, Tushar Chakraborty, Tapan Chakraborty, Manas Roy, Tapas Roy, Subhas Roy, Smt Manisha Chakraborty, Bharati Goswami, Smt. Saswati Chakraborty, Smt. Gita Chakraborty, Subhrangshu Chakraborty, Smt. Sreemati Chakraborty, Smt Sumanta Bhattacharjee and Smt. Sumlta Ghalak jointly/severally sold, conveyed, granted, transferred, assured, assigned unto one Sri Tridibesh Sanyal and Smt. Soma Sanyal.
- N) That after stepping into the shoes of Original Owner the successor of the said Owner found that on physical & actual measurement the area of Land became 3 Cottahs 12 Chittacks and 26 Square Feet instead of the area 3 Cottahs 11 Chittacks and 39 Square Feet as written in the Deed of Conveyance dated 23rd October 1943 accordingly the correct measurement of Land was/is recorded subsequently by a registered Deed of Conveyance dated 23rd July 2008 in favour of Mr. Tridibesh Sanyal and Mrs. Soma Sanyal being the owners herein.

IN WITNESS, WHEREOF the parties hereto have executed and delivered these presents on the day month and year first above written.

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

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

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

Drafted by me-

JOYJIT ROY CHOUDHURY

Advocate

High Court Calcutta

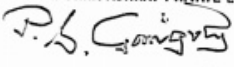
WB/970/2009

MEMO OF CONSIDERATION

RECEIVED from within named PURCHASERS the within mentioned sum of **Rs.**
_____ (**Rupees** _____ **only**), towards the full consideration
money for selling the within mentioned Unit as per Memo appearing herein under.

Sl. No	Particular	Amount (Rs)	In favour of
1.			
2.			
3.			
5.			
6.			

SIGNED AND DELIVERED by the, Developer
in Kolkata in the presence of:

ANMAPURNA ASHRAY PRIVATE LIMITED

Director