

THIS DEED OF CONVEYANCE is made this ____ day of _____ Two Thousand and Twenty Four **BETWEEN SREE SREE ISWAR DAYA NIDHI** (PAN ABBTS1611B) being the Trust made by Late Dr. J.M. Dasgupta by virtue of the Last Will and Testament dated 10th August 1975 and probate thereof granted by the Court of Addl. District Judge, 8th Court, Alipore South 24 Parganas on 24th August 1999 of No. 87, Ballygunge Place, Kolkata-700 019 PO Ballygunge PS Gariaha herein represented by its constituted attorney **Swastic Projects Private Limited** (PAN AADCS5305E), a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge PS Gariahat through one of its director **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia, an Indian National, by faith Hindu and by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019, PS Gariahat PO Ballygunge duly appointed vide power of attorney dated 18th October 2021 registered with the District Sub – Registrar – V, Alipore, South 24 Parganas in Book No. I, volume No. 1630 – 2021 in pages 173994 to 173032 being No. 163004360 of 2021 hereinafter referred to as the “**VENDOR**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of the company its successors in office, administrators, legal representatives and assign/s) of the **FIRST PART** AND _____ (PAN _____ & Aadhaar No. _____) son of _____ an Indian national, by faith Hindu, by occupation _____ presently residing at No. _____, Kolkata 700 0__ PO _____ PS _____ hereinafter referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his heirs executors administrators legal representatives and assigns) of the **SECOND PART** AND **SWASTIC PROJECTS PRIVATE LIMITED** (PAN AADCS5305E) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata - 700 019, P.S. Gariahat, P.O. Ballygunge and is herein represented by

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

WHEREAS:

- A. By virtue of the documents and incidents mentioned in the **PART – I** of the **FIRST SCHEDULE** hereunder written the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about **01 Bigha 07 Cottahs and 04 Chittacks** be the same little more or less lying situate at and/or being municipal premises **No. 87, Ballygunge Place, Kolkata 700 019** PS Gariahat in ward No. 68 of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**) and is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.
- B. By an agreement dated 18th October 2021, registered with the District Sub – Registrar – V, Alipore, South 24 Parganas in Book No. I, volume No. 1630 – 2021 in pages 160786 to 160846 being No. 163004304 of 2021 (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) the said Sree Sree Iswar Daya Nidhi through their Trustees namely Rangan Mala Dasgupta, Debaprasad Dasgupta, Kabita Mukherjee, Manas Dasgupta, Debasish Mukherjee and Dr. Amitrajit Dasgupta granted the exclusive right of development of the said Premises unto and in favour of Swastic Projects (P) Ltd. in the manner, for the consideration and upon the terms and conditions and also divided and demarcated the areas therein amongst themselves in the manner as is contained and recorded therein.

- C. The Developer herein has at its own costs caused the map or plan bearing building permit No. 2024080082 dated 29th November 2024 (hereinafter referred to as the said **PLAN**) sanctioned by the Kolkata Municipal Corporation and the new building has been completed in accordance thereof including modifications and changes made thereto and the completion certificate, bearing completion case No. _____ dated _____, issued by the Kolkata Municipal Corporation on _____.
- D. It was expressly provided under the said Agreements that in order to enable the Developer to receive all costs charges and expenses including the costs of construction of the new building the Developer shall be entitled to the entire Developer's Allocation as is contained and recorded therein and the said Developer's Allocation will remain under the exclusive control and domain of the Developer with the intent and object that by procuring the buyers of the Developer's Allocation or any part thereof the Developer shall be entitled to receive realise and collect all the moneys spent by the Developer for construction of the new building including the efforts made in respect thereof and the Developer shall be entitled to enter into agreements for sale or transfer in respect of the Developer's Allocation or any part thereof and shall be entitled to receive the amount directly in its own name.
- E. By and under an agreement dated _____ (hereinafter referred to as the said **SALE AGREEMENT**) the Vendors have with the consent of the Developer agreed to sell and transfer and the Purchaser has agreed to purchase and acquire **ALL THAT** the said Flat which is morefully and particularly described in the **THIRD SCHEDULE** hereunder written at or for the total consideration and on the terms and conditions as are contained and recorded therein.
- F. The Purchaser has from time to time made payment of the entire consideration amount to the Vendors and the Developer has delivered the vacant peaceful and

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

- G. The Developer has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Purchaser do hereby confirm.

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

- I. The Car Parking Space/s provided in the said New Building are for the benefit of the all the owners and/or occupant/s of the said New Building. The Car Parking Space/s is required to be earmarked to the Purchasers for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Purchasers/ occupants. In view

of the same the Purchaser hereby irrevocably authorizes the Developer to earmark Car Parking Space/s to the Purchasers at their discretion in the mutual interest of one and all to maintain peace, cordiality and harmony among the Purchasers including the Purchaser. The Purchaser further declares that he/she/ they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Developer in doing so and further desist from making any issue or claims in respect thereto.

- J. The Purchaser has sought and obtained independent legal advice and opinion and has caused this Deed to be vetted by advocates/lawyers appointed by the Purchaser.
- K. The Purchaser have now approached the Developer to cause the Vendor to register the deed of conveyance in respect of the said Flat and the Vendor have agreed to cause to execute and register the deed of conveyance in favour of the Purchaser herein in the manner and upon the terms conditions and covenants as are hereinafter appearing.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the said Sale Agreement and in consideration of the said sum of Rs._____/= (Rupees _____) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors through the Developer as and by way of Sale Price for acquiring the said Flat which amount includes the cost of undivided proportionate share in the land as also the cost of construction (the receipt whereof the Developer doth hereby as also by the memo hereunder written admit and acknowledge to have received) the Vendors with the consent and concurrence of the Developer do hereby sell convey transfer assure and assign unto and in favour of the Purchaser **ALL THAT** the said Flat morefully and particularly described in the **THIRD SCHEDULE** hereunder written together with the proportionate right title and interest in common areas portions and parts as comprised in the said building and also the right of free ingress in and egress out from the said

Flat without any obstruction whatsoever or howsoever and is morefully and particularly described in the **FOURTH SCHEDULE** hereunder written (hereinafter for the sake of brevity collectively referred to as the said **FLAT**) **TO HAVE AND TO HOLD** the same unto the Purchaser herein absolutely and forever free from all encumbrances, trusts, liens, lispendens and attachments **SUBJECT NEVERTHELESS** to the applicable easements or quasi easements and other stipulations and provisions in this connection with the beneficial use and enjoyment of the said Flat mentioned in the **FIFTH SCHEDULE** hereunder written excepting and reserving unto and the Vendor and/or other person or persons deriving title under and/or through the Vendor such easements and quasi easements and the rights and privileges as are mentioned in the **SIXTH SCHEDULE** hereunder written and subject to such restrictions contained in the **SEVENTH SCHEDULE** hereunder written and subject to payment of such common expenses mentioned in the **EIGHT SCHEDULE** hereunder written **AND** it is hereby recorded and confirmed that the Vendor do hereby release relinquish and disclaim and transfer and assign all their respective right title interest claim or demand whatsoever or howsoever over and in respect of the said Flat unto and in favour of the Purchaser herein.

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

- a. The interest which the Vendor do hereby profess to transfer subsists and that the Vendor have good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure the said Flat hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchaser herein in the manner as aforesaid.
- b. It shall be lawful for the Purchaser from time to time and at all material times hereinafter to enter into and upon and hold and enjoy the said Flat and to receive the rents issues and profits thereof without any interruption claims or demands or

disturbance whatsoever from or by the Vendor herein or any person or persons claiming through under or in trust for them.

- c. The said Flat is freed and discharged from and against all manner of encumbrances whatsoever on its ownership.
- d. The Vendor shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable acts deeds conveyances matters and things whatsoever for further better or more perfectly assuring the said Flat unto and in favour of the Purchaser herein in the manner as aforesaid as shall or may be reasonably required.
- e. The Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do produce or cause to be made done produced to the Purchaser or their Attorney or agents at any trial commission, examination or otherwise as occasion shall require all or any of the deeds documents and writings exclusively in respect of the said Premises if those in possession of the Vendor AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies of them as the Purchaser may requires and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-canceled.

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

- a. The Purchaser herein so as to bind the owner for the time being of the said Flat and so that this covenant shall be for the benefit of the said building and other Flats therein and every part thereof hereby covenants with the Vendor and the Co-Owners of the other Flats comprised in the said building that the Purchaser and all other persons deriving title under these presents shall use the said Flat for the

purpose of decent purpose for which the same has been lawfully constructed and shall and will at the material times hereafter observe the restrictions set forth in the **SEVENTH SCHEDULE** hereunder written.

- b. The Purchaser herein shall at all material times on and from the date of completion of the said Flat (the date of issue of completion certificate by the Kolkata Municipal Corporation covering the said Flat) or sooner occupation of the said Flat by the Purchaser be liable to and agrees to regularly and punctually make payment of all Corporation Taxes, rates, impositions, levies and all other outgoing, whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Flat until the said Flat is not separately assessed the Purchaser hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoing to the Developer in respect of the said Flat or the said Premises regularly and punctually.
- c. The Purchaser shall within 3 (three) months from the date hereof apply for and obtain separate assessment of the said Unit from the concerned authority.
- d. To keep the said Flat and other party walls, sewers drains pipes, cables wires and particularly (without prejudice to the generality of the foregoing) so as to shelter support and protect the parts of the building other than the said Flat.
- e. To make payment and contribute towards the proportionate part or share of the expenses and outgoing mentioned in the **EIGHT SCHEDULE** hereunder written.
- f. To permit the Vendor and the Developer and their survivors or agents with or without workmen and others at all reasonable times on 48 hours prior notice to enter into and upon the said Flat or any part thereof for the purpose of repairing any part of the said building and for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good conditions sewers drains cables water courses gutter wires party structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down reinstating

preparing testing drainage gas and water and electric wires and cables and for similar purposes.

- g. The Purchasers have personally inspected the said Flat, in respect of the area, the specifications used the structural stability quality of construction and workmanship and have found that the said Flat is constructed as per the agreement and to the Purchasers' entire satisfaction and is in complete accordance with the building sanction plan and the price and other charges paid by the Purchasers are as per agreement and to the Purchasers' entire satisfaction. The areas, specifications, structural stability, quality of construction have also been got verified independently by the Purchasers through the Purchasers' own architect and engineer and they have certified the same to be fit and have also gone through the sanctioned building plans and have found the said Flat to be constructed in accordance with the building sanctioned plan. The Purchasers have purchased and acquired the said Flat on "as is where is" basis.
- h. To keep the said Flat in good and substantial repair and (without prejudice to the generality of the form) as part of this sub-clause to keep the said Flat in good repair as necessary to form such support and protection to the other parts of the building as they now enjoy.
- i. To regularly and punctually without any deduction or abatement to make payment of the proportionate shares towards maintenance expenses in advance every month such shares to be determined by the Developer in its absolute discretion till competent body for this purpose is formed. For the purpose of determining of such proportionate maintenance charges until otherwise decided the total super built up area comprised in the said building shall be basis and such maintenance charges shall be paid by the Purchaser within a week from date of receipt of the bill from the Developer and in the event of default on the part of Purchaser the Purchaser shall be liable to pay interest at the rate of 24% per annum for the delayed payment.

- j. To keep the said Flat and other party walls sewer drains pipes and entrances and main entrances exclusively serving the said Flat in good condition.
- k. Not to make in the said Flat any structural additional and/or alterations to the beams, columns, partition walls etc. without the approval of the Developer and sanction of the Kolkata Municipal Corporation, the Purchaser shall not erect or put up any false ceilings rafters or any article or thing which may or is likely to effect the structural stability by way of chiseling hammering grouting or any way otherwise.
- l. The Developer shall have the right, without any approval of the Purchaser in the said New Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra – ordinary in relation to any unsold flat in the said New Building and the Purchaser agrees not to raise objections or make any claims in this regard.
- m. The Purchaser hereby accords its consent to the Developer that the Developer shall have full right, title, interest to use and utilize any additional FAR in respect of the land comprised in the said Premises, which may be made available at present or in the future, even after completion of the sale of the said Unit to the Purchaser and the Purchaser shall not raise any objection of any nature whatsoever and/or howsoever for the same. It is expressly recorded that the Purchaser/Allottee hereby grants its irrevocable consent to the same and appear, without any delay, demand, demur or protest, to sign and execute all such applications, deeds and documents, as may be required at any time in the future, by the Developer in this regard.
- n. In the event of the Developer constructing any additional floor/s over and above the present sanction after obtaining sanction from the concerned authorities, the Developer shall be entitled to construct, erect and complete the same and also connect and join the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and all other connections and installations of the said Building and no further and/or other consent and/or concurrence of the Purchaser and/or

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

- o. The Developer shall be entitled to use the parapet walls, stair cover roof and roof for the installation of cellular site, display of any advertisements, signboards, hoardings etc. including install its own glow sign /signage without any fee or charge and the Purchaser or any person claiming through and/or under them shall not be entitled to raise any objection thereto neither claim any refund of the Consideration Amount paid herein nor claim any compensation or damages on the ground of any inconvenience or any other ground whatsoever and/or howsoever.
- p. Not to claim any right title interest claim or demand into or upon the Open Spaces around the said Building and comprised in the said Premises which shall remain the property of the Vendor/Developers who may deal with the same in any manner as they may at their absolute discretion think fit and proper including allot the same as open car parking spaces nor to claim any right of any nature in the covered car parking spaces save and except if expressly stated herein.
- q. The Purchaser are not desirous of acquiring any right over any other car parking space neither covered nor open to sky in the said Premises and have irrevocably relinquished the same and the Developer shall be entitled to and is hereby permitted to sell transfer and/or deal with the same in any such manner as the Developer may at its absolute discretion think fit and proper including change the nature of the same as the Developer may at its absolute discretion think fit and proper.
- r. The Purchaser has also examined and satisfied itself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, generator and other utilities and facilities at the said New Building and fire safety under the West Bengal Fire Service Act, 1950 and Rules made thereunder and also acquainted

themselves and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

- s. All the owners including the Purchaser would be responsible to renew and pay pro rata for the renewal of fire license for the said New Building and to abide by the provisions and recommendations of West Bengal Fire Services as applicable. The Purchaser hereby indemnifies the Owners/Developer for any loss/damage/accident /claim arising due to failure of non-renewal of fire license.
- t. The Purchaser further agrees that the building and said Premises contains open, covered and multi level parking spaces as per sanctioned plan ("Parking Spaces"), which are not forming part of the Common Areas Amenities and Facilities and which can be used for parking of motor cars. For a regulated and disciplined use of these Parking Spaces, the Developer has reserved rights to identify the use of parking spaces by the allottees in these Parking Spaces exclusively to the allottees who need the same and apply for the same. The Purchaser herein records its consent not to claim and or object to such allotment being granted in favour of the other allottees in the Project.
- u. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by the association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- v. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Sale Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of issue of Completion Certificate, the Developer shall rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such

defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

w. It is expressly agreed and understood that the Developer shall not be liable to rectify any defect occurring under the following circumstances:

- i. Misuse & negligent use;
- ii. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the said Flat, the Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- iii. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iv. If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- v. If the Purchaser after taking actual physical possession of the Said Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Flat by making any changes in the Flat, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- vi. The regular wear and tear of the Unit /Building includes minor hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural

defects and hence cannot be attributed to either bad workmanship or structural defect. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Developer shall get it rectified at its own cost.

- vii. If the materials and fittings and fixtures provided by the Developer are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.
- viii. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Flat going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- ix. Any defect due to force majeure
- x. Failure to maintain the amenities / equipments
- xi. Due to failure of AMC
- xii. Regular wear and tear
- xiii. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- xiv. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Flat, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove.
- x. It is further made clear that the structural defect, if any, must be certified by the Structural Engineer engaged by the Developer that such defect has been made

at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Purchaser and/or allottees and/or occupants of the Building. The decision of the Structural Engineer shall be final and binding on the parties. The Purchaser/Allottee is aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned herein and/or under any law for the time being in force or may hereafter be enacted and the Purchaser/Allottee shall have no claim(s) of any nature whatsoever and/or howsoever nature against the Developer in this regard.

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

- a. That the Undivided proportionate share in the land wherein the said Flat is situated and sold transferred conveyed transferred granted and assured and in favour of the Purchaser herein shall always remain indivisible and impartible.
- b. It being expressly agreed and understood that in the event of the Developer making any additional or further construction on the said Premises or any part thereof the proportionate undivided share in the land to be held by the Purchaser shall stand proportionately reduced.
- c. The Real Estate (Regulation and Development) Act, 2016, mandates that the Developer is, inter alia, required to execute a registered conveyance deed in respect of the said Unit in favour of the Purchaser and in respect of the undivided pro rata share in the Common Areas, Amenities and Facilities in favour of the Maintenance Body. The Purchaser has requested for immediate completion of sale

of the said Unit, to convey the said Unit to the Purchaser and to also convey the undivided proportionate share in the Common Areas, Amenities and Facilities to the Purchaser/Allottee. Accordingly, this Deed is being executed.

- d. The Developer or its affiliates shall be entitled, at all times, to install, display and maintain its name and/or logo on the roof of the Building and/or other areas in the Building and/or the said Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. and the electricity to the same shall be supplied through the common electricity meter without the Developer being required to pay any charges for the same, and no one including the Purchaser shall be entitled to object or to hinder the same in any manner whatsoever.
- e. Subject to the said Flat the Purchaser herein shall not have any right title interest claim or demand of any nature whatsoever and/or howsoever into or upon all the other parts or portions of the said building and the said Premises.
- f. This Deed of Conveyance supersedes and/or has over riding effect on the agreement for sale and/or any other document and/or understanding and/or writing executed and/or verbal between the parties hereto prior to the date of execution of these presents.
- g. The name of the building shall always remain to be "**Shri Ramniwas**" and the same shall not be changed and/or altered by the Purchaser or any other Purchaser and/or occupier under any circumstances whatsoever and/or howsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DETAILS OF TITLE AND LEGAL INCIDENTS)

- 1A. By an Indenture dated 15th December 1926 and registered with the District Sub – Registrar, Alipore in book No. I, volume No. 22, in pages 183 to 193, being No. 1148 for the 1927 Hindustan Co – Operative Insurance Society Limited sold transferred and conveyed unto and in favour of Dr. Jatindra Mohan Dasgupta **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about

01 bigha 07 cottahs and 04 chittacks be the same a little more or less lying situate at and/or being portion of premises Nos. 2, 3, 4, 5, 5/1, 6, Swinhoe Street and 21, Rustomji Street in Ballygunge being part of holding Nos. 50 and 53 in Mouza South Ballygunge (hereinafter referred to as the said **LAND**).

1B. By an Indenture dated 15th December 1926 and registered with the District Sub-Registrar at Alipore, in Book No. I, vol. No. 29, Pages 212 to 218, Being 1149 for the 1927 the said Dr. Jatindra Mohan Dasgupta mortgaged the said Land in favour of Hindustan Co-Operative Insurance Society Limited for the money, terms and manner as contained and recorded therein.

1C. The said Dr. Jatindra Mohan Dasgupta paid off the entire dues of the said Hindustan Co-Operative Insurance Society Limited and as such by an Indenture dated 21st August 1936 and registered with the District Sub-Registrar at Alipore, in book No. I, volume No. 86, pages 253 to 257 being No. 4597 of 1936 the said Hindustan Co-Operative Insurance Society Limited released and re-conveyed in favour of Dr. Jatindra Mohan Dasgupta **ALL THAT** the said Land, without having any further and/or any other claim.

1D. The said Jatindra Mohan Dasgupta constructed a two storied building on a part of the said Land and the same along with the said Land was named and numbered as municipal premises No. 87, Ballygunge Place, Kolkata 700 019 PS Gariahat in ward No. 68 of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**).

1E. The said Jatindra Mohan Dasgupta (since deceased) during his lifetime made and published his last will and testament dated 10th August 1975 (hereinafter referred to as the **DEED OF DEDICATION**) whereby and wherein the said Jatindra Mohan Dasgupta (since deceased) upon his death dedicated, made over and bequeathed in trust for the purpose of worship of Sri Sri Iswar Daya Nidhi portrayed by the twin images of Radha – Govinda **ALL THAT** the said Premises in the manner and upon the terms and conditions as contained and recorded therein and it was expressly

stated that the 02 storied building shall house the idols of the deity and if the Trustees appointed therein desire to reside thereat they can do so, but the 02 storied building wherein the idols are consecrated should not be demolished (hereinafter wherever for the sake of brevity required is referred to as the said **EXISTING BUILDING**).

1F. The said Dr. Jatindra Mohan Dasgupta died testate on 30th September, 1975.

1G. Pursuance to the above considerable time having elapsed Rangan Mala Dasgupta applied for and obtained probate in case No. O. S. 04/1997 in Act 39 Case No. 302/94 in the Court of the Ld. Additional District Judge, 8th Court, Alipore, South 24 Parganas on 24th August 1999.

1H. The Owner herein thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages whatsoever and/or howsoever.

1I. The said Rangan Mala Dasgupta filed an application before the Ld. District Judge at Alipore, South 24 Parganas, in Misc. Case No. 217 of 2001 under section 34 of the Indian Trusts Act, 1832 for grant of permission to develop the remaining parts and/or portions of the said Premises, after leaving out the 02 storied building housing the idols of the deities.

1J. The Ld. District Judge at Alipore, South 24 Parganas vide its order No. 20 dated 05th April 2002 allowed the application and granted permission for development of the said Premises as follows: -

“That the Misc. Case be allowed. Permission for entering into agreement with developers and permission for development or put on portion or the premises as described in the schedule so that after payment of all liabilities of the estate, the residue of the sale proceed of the owners' allocation be invested in any Branch of the State Bank of India and liberty is granted to

collect the interests accrued for seva puja and festivals and for management of the Debottar Estate. Permission for execution and registration of sale deeds, if any, from out of the Owner's allocation in favour of the intending purchaser or to the nominee or nominees of the Developer is granted.”

1K. None of the other Trustees under the said Deed of Dedication, save and except the said Rangan Mala Dasgupta paid any heed to the affairs of the trust estate belonging to the Owner herein thus it was necessary that some other persons be appointed as the trustees and as such the said Rangan Mala Dasgupta on 10th July 2020 co – opted Debaprasad Dasgupta, Kabita Mukherjee, Manas Dasgupta, Debasish Mukherjee and Dr. Amitrajit Dasgupta as Trustees.

1L. By the Deed of Trust dated 08th July 2021 registered with the A. R. A. IV, Kolkata in Book No. IV, volume No. 1904 – 2021 in pages 6612 to 6664 being No. 190400141 for the year 2021 (hereinafter referred to as the said **TRUST DEED**) the said Rangan Mala Dasgupta as the **Managing Trustee** of the one part and Debaprasad Dasgupta, Kabita Mukherjee, Manas Dasgupta, Debasish Mukherjee and Dr. Amitrajit Dasgupta collectively as the **Trustee** of the other part executed and Deed of Trust codifying the terms and objects as recorded in the said Deed of Dedication.

THE SECOND SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about **01 Bigha 07 Cottahs and 04 Chittacks** be the same little more or less lying situate at and/or being municipal premises **No. 87, Ballygunge Place, Kolkata 700 019** PS Gariahat in ward No. 68 of the Kolkata Municipal Corporation having assessee No. 110680401548, Sub Registry Office Alipore and is butted and bounded in the manner as follows: -

On the North : By municipal premises No. 88, Ballygunge Place;

On the East : By 40 feet wide KMC Road;

On the South : By municipal premises No. 86, Ballygunge Place;

On the West : Partly by municipal premises No. 21 and partly by
municipal premises No. 22 Rustomji Street;

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

THE THIRD SCHEDULE ABOVE REFERRED TO

(FLAT)

ALL THAT the Flat No. ____ on the ____ side of the ____ floor of the said
New Building and containing by ad-measurement an area of about ____ square feet
and carpet area and Exclusive Balcony Or “EBVT Area”, having area of ____ square
feet aggregating to a Net area of ____ square feet carpet area together with undivided
proportionate impartible indivisible variable share in the land upon which the building
stands at the said Premises referred to in the Second Schedule above written and is
attributable to the said Flat together with undivided proportionate share in the common
parts and portions referred to in the Fourth Schedule hereunder written.

(COVERED CAR PARKING SPACE)

ALL THAT the one No. slot in the multilevel car parking system installed at the
said Premises for parking of one medium sized road worthy passenger motorcar.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The foundation columns beams, supports corridors, lobbies stairs stairways
landing entrance exists and pathways.
2. Drain and sewerage from the said Premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Units to drains and
sewers common to the Premises.
4. Toilet and bathroom in the ground floor of the Premises for the use of durwans/
drivers, maintenance staff of the said Premises.
5. Lift, lift well, lift machine and space thereof.

6. Boundary walls of the Premises including outside walls of the building and main gates.
7. Water pump and motor with installation and room thereof.
8. Overhead tank and underground water reservoir water pipes and other common plumbing installations and space required thereto.
9. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required thereof.
10. Ultimate roof of the said New Building;

THE FIFTH SCHEDULE ABOVE REFERRED TO

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

1. The Purchaser shall be entitled to all applicable rights, privileges vertical and lateral easements, quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Flat usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendor/ Developer the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Sixth Schedule hereto.
2. The right of access in common with the Vendor/Developer and/or other occupiers of the said Building at all times and for all normal purposes connected with the use and enjoyment of the staircase and electrical installations subject to any regulation that may be made in this respect (by the Developer).
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the driveways and pathways comprised in the said building PROVIDED ALWAYS and it is hereby declared that nothing herein deriving title under his or her servants agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other

person or persons including the Vendor entitled to such ways aforesaid along with such drive way and path ways as aforesaid.

4. The right of protection the said Flat by or from all part of the building so far as they now protect the same.
5. The right of passage in common as aforesaid of electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or over the said building and Premises so far as may be reasonable and necessary for the beneficial occupation of the said Flat all purposes whatsoever.
6. The right with or without and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any parts of the said Flat on so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 48 hours previous notice in writing of his intention so to enter to the Vendor and/or other persons properly entitled to the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO

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

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

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building including its installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from to any part (other than the said Flat) of the other part or parts of the said building pipes, drain, wires, conduits lying or

being under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.

3. The right of protection for other portion or portions of the said building by all parts of the said that Flat so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of structural alteration to the said Flat (otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the said building.
5. The right by the Vendor and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the said building.
6. The right with or without workmen and necessary materials to enter from time to time and upon the said Flat for the purpose of repairing so far as may be necessary for such pipes drains wires and conduit as aforesaid provided always the Vendor and other person or persons shall give to the Purchaser a prior forty eight hour's written notice of its intent for such entry as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Restrictions imposed in respect of the said Flat)

1. Not to use or allow the said Flat or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, conference, meeting place, hall, business centre, nursing home, hospital, clinic, boarding house, eating or catering place, restaurant, amusement or entertainment centre or other such purpose, or for/as any business/professional chamber or office or place of worship and/or for any religious activities and/or manufacturing/ industrial activities and/or for any commercial purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited

to, for any direct or indirect commercial, semi-commercial use etc. and shall use the said Flat only for residential purpose.

2. Not to keep or allow to be kept or store or operate or bring into or allow to be stored, operated or brought into the said Flat and/or the Car Parking Space and/or into/upon any of the areas comprising the Common Areas And Facilities and/or any part or portion of the said Premises and/or the Buildings any goods, articles, machines, equipment etc. which in the opinion of the Developer are combustible, obnoxious, hazardous, dangerous or offensive or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Buildings or any portion thereof or any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, outer walls of any Flat, beams, pillars, lifts, staircases etc., such opinion of the Developer being final and binding on the Purchaser. However, the Purchaser may keep LPG gas cylinder for domestic use as may be permissible under applicable laws.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
4. Not to put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in at/any part or portion of the Building and/or the Land including any of the areas/facilities comprising the Common Areas and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the said Flat and/or the Car Parking Space and/or outside the said Flat, provided that the Purchaser may display a small and decent name-plate outside the main door of the said Flat at the specific space designated for the same by the Developer.
5. The Purchaser shall not put up any window air-conditioner at all, only split air-conditioners can be fixed and its outside units shall be placed at the designated

places as earmarked by the Developer. No article should protrude outside the said Flat.

6. The Purchaser shall permit the Developer and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Developer to the Purchaser.
7. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
8. Not to keep/place/leave or permit to be kept/placed/left outside the said Flat and/or in/at any part or portion of the said Premises and/or in/at the Building and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time.
9. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
10. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the building or deviation or which in the opinion of the Developer may effect the elevation in respect of the exterior walls of the said building.
11. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature

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

12. Not to use the allocated car parking space, if any, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
13. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Developer.
14. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat.
15. Not to use or permit to be used the lift for the purpose of carting pets, any furniture, fixtures, equipment, articles etc.
16. Not to raise the floor level of the said Flat, and furthermore shall not do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the said Flat.
17. Not to do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of the occupiers of the Flats/ Buildings and/or cause disharmony amongst them, and further shall not slaughter or permit to be slaughtered any living animals at/within any part of portion of the said Flat and/or the Building and/or the said Premises on any religious occasion or otherwise.
18. No clothes or other articles shall be hung or exposed outside the said Flat, the Purchaser shall only use dryers for all these purposes nor flower box, flower pot or like other object shall be placed outside the said Flat nor taken out of the window and/or any balcony of the said Flat
19. No bird or animal that may cause annoyance to occupiers of other Flats comprised in the said New Building shall be kept in the said Flat.

20. Not to carry on any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the said Flat excepting between 10:00 a.m to 06:00 p.m on working days, and while carrying on such work shall ensure that no annoyance or disturbance is caused to the other residents of the said New Building, and in the event of violation of any of the above, the Developer and/or the Association, as the case may be, shall be entitled to forthwith stop the same without any liability and at the cost and expense of the Purchaser.
21. Not to install any generator in any part or portion of the said Premises including the said New Building and shall only use the common power backup.
22. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.
23. Not to cover the fire and/or the heat sensors, sprinklers, etc. if installed, and further shall comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and the Purchaser shall remain solely liable and responsible for any violation thereof, and the Purchaser shall keep each of the users and occupiers of the several units/ areas/spaces at the Building and/or the said Premises fully safe, harmless and indemnified in respect thereof.
24. Not to pluck/damage/destroy or permit to be plucked/damages/destroyed any flowers, plants or trees in the landscaped areas, which shall always be maintained as open areas, and the Purchaser shall not be allowed to construct anything in/on these areas.
25. Not to carry out or permit or allow any games or sporting activities at any part or portion of the said Premises.

26. Not to play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in the said Flat with such intensity, as may disturb or annoy the other occupants of the Building.
27. Not to permit any driver, domestic help, servants, staff, etc. and/or any other person employed by the Purchaser to sleep and/or squat and/or loiter around in/at any part or portion of the Building and/or the said Premises.
28. Not to cook or permit cooking in the common areas and parking spaces except without the permission of the Developer or the Association, as the case may be.

THE EIGHT SCHEDULE ABOVE REFERRED TO

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.

8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lift.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Vendor/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made thereunder relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance renewal and insurance of fire fighting appliances and the purchase maintenance renewal and insurance of the common equipment as

the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.

17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders thereunder all employing persons or firm to deal with these matters.

18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company/Holding Organisation it is reasonable to provide.

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

SIGNED SEALED AND DELIVERED

by the **VENDOR** at Kolkata

in the presence of:

Left					
Right					

SIGNED SEALED AND DELIVERED

by the **PURCHASER** at Kolkata

in the presence of:

Left					
Right					

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

RECEIVED of and from the within named

PURCHASER the within mentioned sum of

RUPEES _____ **ONLY** **RS.**

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

MEMO OF CONSIDERATION

Dated	Cheque No.	Drawn On	Amount
			Rs.

WITNESSES:

(DEVELOPER)