

**THIS DEED OF CONVEYENCE** made this \_\_\_\_\_ day of \_\_\_\_\_, between

**Owners:**

1. **Meharia Properties LLP** [PAN: ABZFM9910H & LLP IN: ACG-0576], a Limited Liability Partnership incorporated under the Act of 2008.
2. **ISHAANIAA Highrise Holdings LLP** [PAN: AAFFI9200F & LLP IN: AAH-0046], a Limited Liability Partnership incorporated under the Act of 2008.
3. **ISHAANIAA Property Holdings LLP** [PAN: AAFFI9201E & LLP IN: AAH-0052], Limited Liability Partnership incorporated under the Act of 2008

Hereinafter collectively referred to as "**the Owners**" (which expression shall be deemed to mean and include their respective successors in interest and/or assigns) and represented by Bikash Chandra Roy, son of Late Tarak Chandra Roy, (PAN: AHBPR2075E and Aadhaar No. 588232137356) by nationality Indian, aged 63 years residing at 11 Gadadhar Mistry Lane, 2<sup>nd</sup> Bye Lane, P. O. Santragachi, P. S. Chatterjeehat, Howrah 711104.

AND

**Developer:**

**Meharia Consortium LLP** (PAN: AAFFI9199B), a Limited Liability Partnership, having its registered office at 9 Old Post Office Street, Ground Floor, Kolkata 700001 represented by its Designated Partner and Authorised Signatory Anurag Meharia (PAN: AEYPM6998K and Aadhaar: 63831941105), son of Late Mohan Prasad Meharia residing at son of late Mohan Prasad Meharia, by faith Hindu, by Nationality Indian, by occupation Business, presently residing at Premises No. 57A, Block D, 3rd Floor, P. S.: New Alipore, P. O.: New Alipore, Kolkata 700053 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:**

**Purchasers:**

\_\_\_\_\_ hereinafter Collectively referred to as the "**Purchasers**" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, legal representatives, executors, administrators and permitted assigns).

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

**WHEREAS**

- 1) The Owners are the absolute and lawful owners of ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J. L. No. 11, Touzi No. 2998, L. R. Dag No. 161 and 165, under L. R. Khatian Nos. 426, 427, 1093, 1094, 1095 and 1133 within Kolkata Municipal Corporation Premises No. 1567 Laskarhat, Kolkata 700039 (formerly being 1602, 1567 and 1564 Laskarhat, Kolkata 700039 being Assessee No. 222070825672, P. S. Tiljala, P. O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South) together with single storied tiled structure of 2027 square feet and more fully described in the **First Schedule** hereto and hereinafter referred to as '**the said Property**'. A complete background to title of the said Property is fully set out in the **Fifth Schedule** hereto.
- 2) The Owners and developer have decided to develop the said Property and have named the building as "**Oxford RUDRAA**".

- 3) The Owners have appointed the Developer herein to develop and market the said Property by constructing, erecting, or causing to construct, erect and complete the building, in accordance with the plan sanctioned by the Kolkata Municipal Corporation bearing No. 2024120044 dated 30<sup>th</sup> April 2024. Accordingly, the Owners entered into a Development Agreement with the Developer herein on \_\_\_\_\_ and registered before the \_\_\_\_\_ recorded in Book No. \_\_\_\_\_ at pages from \_\_\_\_\_ to \_\_\_\_\_ bearing Deed No. \_\_\_\_\_ for the year 2024 subject to the terms and conditions contained and recorded therein, herein-after referred to as the said '**Development Agreement**'.
- 4) In pursuance of the said Development Agreement, the Owners have authorised the appointed representatives of the Developer as their Constituted Attorneys to act on their behalf and sign all documents as may be required from time to time to complete that objective of the Development Agreement. Accordingly, the Owners executed and registered a Development Power of Attorney dated \_\_\_\_\_ registered before the \_\_\_\_\_ recorded in Book No. \_\_\_\_\_ at pages from \_\_\_\_\_ to \_\_\_\_\_ bearing Deed No. \_\_\_\_\_ (hereinafter referred to as the said **Power of Attorney**) to develop the said Property under the directions and instructions of the Owners and to do other activities related to the development and dealing with the proposed units.
- 5) The Owners and Developer jointly constructed the two buildings at the said Property which consist of 24 self-contained Units, constructed spaces, open spaces and car parking spaces both open and covered capable of being held and/or enjoyed independently of each other.
- 6) In pursuance of the said development Agreement and in furtherance thereof the developer herein became entitled to construct erect and complete Ground plus Four (4) storied building hereinabove mentioned.
- 7) The Owners have obtained the final layout plan, sanctioned plan, specifications, and approvals for the Project and for the apartment, plot, or building, from the Kolkata Municipal Corporation and entrusted and empowered the developer herein to construct the building in terms of the said plan. The developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. It is clarified that in the event there are any changes to the Plans the same shall be approved and further sanctioned under Rule 26 of the Kolkata Municipal Building Rules of 2009 read with appropriate sections of the KMC Act of 1993.

- 8) The details of the background title of the said Property together with details of all the deeds through which the Owners purchased the said Property are set out in details in the **Fifth Schedule** hereto.
- 9) The Purchaser have applied for an apartment in the Project and has been Allotted Apartment No. \_\_\_\_\_ having a super built area of \_\_\_\_\_ Floor equivalent to carpet area being \_\_\_\_\_ square feet, exclusive balcony of \_\_\_\_\_ square feet being the proportionate share of Common Parts and Common Area along with one Open/ Covered car parking space admeasuring 135 square feet on the ground floor being Car Parking No. \_\_\_\_\_, as permissible under the applicable law and together with proportionate share in the common areas ("Common Areas") as defined under clause (n) of section 2 of the Real Estate (Regulation and Development) Act of 2016 and the Rules framed thereunder including the proportionate imitable share in the said property, as more particularly described in the **Second Schedule**, hereinafter referred to as the **said Unit**.
- 10) The developer has already completed construction in terms of the plans as sanctioned by the Kolkata Municipal Corporation for the said Property as per Building Permit together with such additions and/or amendments as may have been permitted by the Kolkata Municipal Corporation.
- 11) The Owners/ developer have got the construction of the new Building registered with the Real Estate (Regulation and Development) Act of 2016.
- 12) At or before execution of this Indenture the Purchaser:
  - a) Has fully satisfied themselves as to the title of the Owners and the right of the Owners in respect of the said Property.
  - b) Has 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 developer and the Purchaser agree not to raise any objection with regard thereto.
  - c) Has 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) Has acknowledged that the right of the Purchaser shall remain restricted to the said Unit as described herein below.
  - e) Has satisfied themselves as to the Super Built up Area of the said Unit (being 917 square feet) and one covered Car Parking on the Ground Floor 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 have agreed not to challenge or dispute the same in any manner whatsoever or however.

- f) Has understood that the owners/ 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 Purchaser shall have no objection to the same. The Purchaser herein agree and give their unequivocal consent for the same by virtue of this instance. The Purchaser 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 PURCHASER DO HEREBY JOINTLY AND SEVERALLY DECLARE AND COVENANT AS FOLLOWS:**

- 1) The construction of the said Unit has been completed and the developer shall handover vacant peaceful possession of the said unit described in the **Second Schedule** hereunder to the Purchaser as the full and absolute owner thereof, upon the Purchaser 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.
- 2) The Owners, developer and Purchaser has complied with and fulfilled all the agreed terms and conditions in respect of the said Unit and have settled between them, any Further Claim hereinafter whatsoever of any nature will stand nil.
- 3) The Owners, developer and Purchaser has complied with and fulfilled all the agreed terms and conditions in respect of the said Unit and as settled between them, any further claim hereinafter whatsoever is nature will stand nil.
- 4) That the Purchaser shall not cause any nuisance or annoyance to the other co-owners of other units in the said Property and 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 Purchaser shall have the right and authority to use and enjoy in common the main entrance gate for free ingress and egress to and from the said Unit including the common areas.
- 5) The Purchaser 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.

- 6) The Purchaser 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.
- 7) That the Purchaser 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.
- 8) The Purchaser shall be liable to pay all penalty, interest, cost, charges, and expenses for and in respect of any or such taxes or impositions in case the same be imposed or charged due to default of the Purchaser.
- 9) The Purchaser shall keep the electrical installations and fittings and wirings in the said Unit of the said Property in good condition and in accordance with the Indian Electricity Act, 1910 (or any subsequent enactment thereof) and the Rules framed thereunder.
- 10) The Purchaser 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 Owners shall assist the Purchaser to apply for such separate electric connection for the said Unit for and/or behalf of the Purchaser, at the request of the Purchaser and subject to that the Purchaser shall pay all costs, charges and the deposit as may be required to be made to the Purchaser. It is however made clear that the Owners 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.
- 11) The Purchaser hereby undertakes to become a Member of Owner's Association formed by the Developer for all the owners of units in the said Building at the said Property, 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 Purchaser undertake that they shall co-operate with the Co-owners and the Owners Association and shall pay their proportionate share of cost of formation of Maintenance Company after taking possession and/or execution of Conveyance, provided however, the Maintenance Company has actually been formed.

- 12) That the Purchaser shall pay an interest free deposit to the developer and/or Maintenance Association (to be finalised by the Developer and at the sole discretion of the owners) as interest free security deposit on account of maintenance charges.
- 13) The details of the rules and regulations of the maintenance company/association shall be contained in the statutory documents of the Maintenance Company/association and the Purchaser must abide by those rules.
- 14) That the Purchaser shall pay regularly on the 7<sup>th</sup> 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.
- 15) The Purchaser shall at their own costs and expenses keep the said Unit and every part therein, exclusively within the possession and control of the Purchaser 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.
- 16) 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 Purchaser shall have no objection to the same. The Purchaser herein agree and give their unequivocal consent for the same by virtue of this instance. The Purchaser 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.
- 17) The Purchaser 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 Purchaser for the purpose of common use, and nobody shall create any hindrance in respect of the common user of such common property.
- 18) That the Purchaser 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 or whomsoever who may have acquired before or who may hereafter acquire any right, title, or interest like those acquired by the Purchaser.
- 19) That the Purchaser shall acquire the full right, title and interest in the property hereby agreed upon to be sold to him based on this conveyance and shall be entitled to Title of the property in favour of the Purchaser in terms of this Conveyance.

- 20) That the Purchaser 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 having 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.
- 21) 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 Purchaser and/or unit holders of the said Building along with the Owners (if any part of the building remains unsold) but none shall have the right to make any further construction thereupon.
- 22) That the Purchaser shall have right to the respective side of the common partition wall demarcating their Unit from another adjacent to their Unit and shall be entitled to repair and maintain the same, but they 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 Property.
- 23) That the name of the Building Complex shall be "**Oxford Rudraa**" and the Purchaser along with other Purchaser including his 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 ₹ \_\_\_\_\_.00 (Rupees \_\_\_\_\_ only) of true and lawful money of the Union of India in hands of the owners well and truly paid by the Purchaser (the receipt whereof the Owners do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and forever discharge the Purchaser and the said Unit, the Owners do hereby grant transfer sell convey assign and assure to and unto and in favour of the Purchaser ALL THAT Residential Flat No. \_\_\_\_ on the \_\_\_\_ floor having a super built area of \_\_\_\_ square feet Super Built up area equivalent to carpet area being \_\_\_\_ square feet, exclusive balcony of \_\_\_\_ square feet and \_\_\_\_ square feet being the proportionate share of Common Parts and Common Area and one Covered/open Car Parking in the Ground Floor being Car Parking No. \_\_\_\_ together with proportionate undivided share of land to be constructed on the said Property namely "Oxford Rudraa " 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 imitable 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 underground 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, ultimate roof 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 "Oxford Rudraa" at Premises No. 1567 Laskarhat, Kolkata 700039 (formerly being 1602, 1567 and 1564 Laskarhat, Kolkata 700039 being Assessee No. 222070825672, P. S. Tiljala, P. O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South) 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 Purchaser 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 Purchaser that Owners are now lawfully and rightfully entitled to absolutely transfer sell and convey assign and assure ALL THAT the said Unit on the Fourth floor together with common rights mentioned herein to the Purchaser free from encumbrances AND that the Purchaser hereby covenants with the Owners that the Purchaser have satisfied themselves about the title documents plans, and constructions of the building at the property 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 agrees not to raise any dispute or question with regard thereto and hereby further covenant that notwithstanding anything to the contrary, the Purchaser 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 Purchaser will and shall maintain the said Unit on the Fourth 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 Purchaser will and shall pay proportionate share or rates and taxes relating to the said property until such time as separate assessment is made in respect of the said Unit with common rights AND that the Owners covenant that the Purchaser shall at all times hereafter peaceably and quietly possess and enjoy the said Unit on Fourth 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 Purchaser concerning the said Unit on the Fourth floor with common rights AND that the Owners hereby covenant with the Purchaser that the owners shall be entitled to retain the original documents of title relating to the said Unit and shall upon every reasonable request of the Purchaser 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 therefrom as the Purchaser may reasonably require AND that Purchaser's right title and interest shall not

extend to other Unit or units in the said building "Oxford Rudraa " AND the Purchaser hereby agrees not to object to any variations, alterations or changes of sanctioned plan or all alterations or changes in any of the said Unit, 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 Purchaser will not claim any right over the land appurtenant to the said building as also roof thereof provided the Purchaser 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 Purchaser has any claim monetary or otherwise against each other.

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

ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J. L. No. 11, Touzi No. 2998, L. R. Dag No. 161 and 165, under L. R. Khatian Nos. 426, 427, 1093, 1094, 1095 and 1133 within Kolkata Municipal Corporation Premises No. 1567 Laskarhat, Kolkata 700039 (formerly being 1602, 1567 and 1564 Laskarhat, Kolkata 700039 being Assessee No. 222070825672, P. S. Tiljala, P. O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South) together with single storied tiled structure of 2027 square feet and more fully shown and delineated in the map(s) or plan(s) annexed hereto and marked with RED border and butted and bounded by:

ON THE NORTH: By Premises No. 1399 Laskarhat  
ON THE SOUTH: By 22 feet wide KMC Road  
ON THE EAST: By Premises No. 1603 Laskarhat  
ON THE WEST: By Premises No. 1601 Laskarhat

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(SAID UNIT)  
(PART I)**

ALL THAT the Residential Flat No. \_\_\_\_ on the \_\_\_\_ Floor of "\_\_\_\_\_" Building of "OXFORD RUDRAA", a Multi-storeyed Building construct at Premises No. 1567 Laskarhat, Kolkata 700039 being Assessee No. 222070825672, P. S. Tiljala, P. O. Tiljala, Kolkata Municipal Corporation Ward No. 107, District: 24 Parganas (South), having super built area of \_\_\_\_ square feet Super Built up area equivalent to carpet area being \_\_\_\_ square feet, exclusive balcony of \_\_\_\_ square feet and \_\_\_\_ square feet being the proportionate share of Common Parts and Common Area in the Building as shown in the map or plan annexed hereto bordered with Red Colour thereon and the proportionate share of the common areas of the corridor and stair

case and proportionate area as specified in Third Schedule (Part II) including undivided interest in the land attributable to the said Unit.

**PART II**  
**(CAR PARKING)**

A Covered/Open Car Parking space bearing No. \_\_\_\_\_ measuring 135 square feet on the Ground Floor of the Building constructed on the said Property as shown in the map or plan annexed hereto bordered with Green Colour thereon.

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

- 1) The Land Share being undivided, imitable, proportionate, and variable share in the land comprised Said Property as more fully described in the First Schedule above.
- 2) The Said Unit, being the Unit described in Part-I of the Second Schedule above.
- 3) The Said Parking, being the Covered car parking described in Part-II of the Second Schedule above.
- 4) The Share in Common Portions, being undivided, imitable, 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 REFERRED TO:**  
**(Common Areas and Installations)**

- 1) Paths passages and driveways in the said Property other than those reserved and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for use of any co-owner.
- 2) Tugged up Entrance lobby on the ground floor.
- 3) All Staircase(s) of the building(s) along with their full and half landings with stair cover on the ultimate roof.
- 4) The ultimate roof of the building(s) with decorations and beautification.
- 5) Community Hall in the building, if any.

- 6) Semi-automatic lift(s) with either collapsible or sliding doors along with lift shaft and the lobby in front of it on typical floor and Lift machine room and the stairs from the ultimate roof leading to the lift machine room.
- 7) Stand-by diesel generator set of reputed makes of sufficient capacity for lighting the lights at the common areas, for operation of lifts, pumps and for supply of 500 watt of power in every Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- 8) Effective Firefighting system designed to retard fire spread, if required by statutory authorities.
- 9) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room on the ground floor of the building.
- 10) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different units.
- 11) Underground water reservoir with a pull-on pump installed thereat.
- 12) Water waste and sewerage evacuation pipes from the Units/flats to drains and sewers common to the building and from the building to the municipal drain.
- 13) Common toilet(s) on the ground floor.
- 14) Requisite arrangement of Intercom/EPAX with connections to each individual flat from the reception on the ground floor of each of the building.
- 15) Boundary walls.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**PART I**

**(Specifications of Construction)**

- 1) FOUNDATION & STRUCTURE: The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and woodwork as per the drawings and specification provided by the Architect.
- 2) DOORS: Salwood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint.

Entrance door shall have night latch, and a magic eye. Bedroom and kitchen doors shall have mortise lock and doorstopper and the toilet doors will have bathroom latch.

- 3) WINDOWS: All windows will be standard section Aluminium window or UPVC windows with glass insert in each shutter fitted with matching fittings.
- 4) FLOORING: The flooring of the entire flat will be finished in marble and/or vitrified tiles of approved make.
- 5) TOILETS:
  - a) Designer ceramic tiles on the walls up to door height.
  - b) Water closets – European type commode with low level cistern.
  - c) Standard hand basin.
  - d) Sunk shower tray.
  - e) Concealed piping system for Hot and cold water line
  - f) Geysers in all toilets
  - g) Sleek C.P. fittings of Jaquar or equivalent make.
  - h) Glass mirror and Shelf, nickled soap tray and towel rail.
- 6) KITCHEN:
  - a) Black granite top cooking platform with one stainless steel sink and drain- board.
  - b) Wall of Kitchen will be covered with ceramic tiles up to a height of two feet above the counter.
- 7) DECORATION WORK: Inside wall will be finished with plaster of paris punning and exterior surface of wall will be finished with combination of texture paint/glazing as per architectural drawings.
- 8) ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:
  - a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
  - b) Air-conditioning plug point in all bedrooms.

- c) Light and plug point in dining/drawing and bedrooms as per architectural drawings.
- d) Video Door Phone at the main entrance door, if possible.
- e) Closed Circuit camera with monitors at Ground floor lobby and caretaker's work-station.
- f) Telephone point in living room and all bedrooms.
- g) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- h) Connection of Intercom/EPAX in the building to each individual flat.
- i) Through Generator, power will be provided in the Unit(s) during power failure for lighting and other domestic purposes to the extent of 1 (one) watt per square foot of the built-up area of the said Unit controlled by electric circuit breaker.

## **PART II**

### **(COMMON EXPENSES)**

- 1) All cost of maintenance, operating, replacing, whitewashing, painting, rebuilding, reconstructing, decorating, and lighting the common parts and common portions and 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, lift-man, sweeper, plumber, electrician etc.
- 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 Purchaser.
- 8) Insurance of the said Building.
- 9) All expenses referred to above shall be borne by the Purchaser from the date of notice as to completion of the Flat and for taking possession of the Flat.
- 10) Establishment and all other capital and operational expenses in relation to creating and maintenance of an Association.
- 11) 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)**

- 1) One Vidyasagar Ojha as sole and absolute owner was seized and possessed of, inter alia, ALL THAT piece and parcel of Land measuring about 33 decimals equivalent to 20 Cottahs be the same a little more or less situated in Mouza Laskarhat, J. L. No. 11, Touzi No. 2998, Dag No. 161 and 165, under Khatian No. 146 and 165 P. S. Tiljala, P. O. Tiljala, Sub-Registration Office at Sealdah, District: 24 Parganas (South) more fully described in the Schedule hereto and (hereinafter referred to as the **said Property**).
- 2) On 2<sup>nd</sup> June 1960, the said Vidyasagar Ojha sold, transferred, and conveyed unto Basanti Rani Roy, the said property, by a registered deed dated 2<sup>nd</sup> June 1960 registered before the Sub-Registrar, Alipore Sadar and recorded in Book No. I Volume No. 85 at pages 110 to 112 being Deed No. 4846 of 1960.
- 3) On 9th January 1985, Basanti Rani Roy, transferred and conveyed as and by way of registered gift absolutely and forever to her son Arup Roy, all that piece or parcel of land measuring 9.92 Decimals (4321 square feet) comprised within the said Property and registered before the D.R. Alipore in Book No. I, Volume No. 7 at pages 70 to 75 being Deed No. 309 of 1985.
- 4) On 9th January 1985, Basanti Rani Roy transferred and conveyed as and by way of registered gift absolutely and forever to her son Anup Roy, all that piece or parcel of land measuring 10 Decimals (4356 square feet) comprised within the said Property and

registered before with the D. R. Alipore in Book No. I Volume No. 6 at pages 285 to 290 being Deed No. 310 of 1985.

- 5) On 10th September 1987, a deed of rectification was registered with the D. R. Alipore in Book No. I Volume No. 286 at pages 74 to 79 being Deed No. 13796, rectifying some errors contained via Deed No. 310 of 1985.
- 6) On 10th September 1987 a deed of rectification was registered with the D.R. Alipore in Book No. I Volume No. 286 at pages 80 to 85 being Deed No. 13797, rectifying some errors contained via Deed No. 309 of 1987.
- 7) Pursuant to the above deeds of gift, Basanti Rani Roy, Anup Roy, and Arup Roy became owners of 13.08 Decimals, 10.00 Decimals and 9.92 Decimals respectively forming a total of 33.00 Decimals contained within the said Property.
- 8) Ownership of Tapan Kumar Sarkar (Vendor No. 1):
  - a) On 9<sup>th</sup> March 2000, Basanti Rani Roy, sold, transferred, and conveyed to Tapan Kumar Sarkar (Vendor No. 1 herein) together with possession thereof, her balance holding as aforesaid being part of said Property for the consideration mentioned therein free from all encumbrances by a Deed of Conveyance dated 9<sup>th</sup> March 2000 registered before the ADSR, Sealdah and contained in Book No. I Volume No. 23 at pages 25 to 38 via Deed No. 807 of 2000.
  - b) On 22nd April 2022 a Deed of Transfer was registered before the DSR III, in Book No. I, Volume No. 1603 at pages 213805 to 213828 bearing Deed No. 160306194 of 2022, by and between Basanti Rani Roy and Tapan Kumar Sarkar to transfer, rectify and clarify a drafting error in the Deed No. 807 of 2000.
  - c) That Tapan Kumar Sarkar subsequently got the property mutated in his name with the Kolkata Municipal Corporation and his portion was numbered as premises No. 1602, Laskarhat, Kolkata 700039.
  - d) Thereafter Tapan Kumar Sarkar got his name mutated and converted in the records of the BL&LRO in Khatian No. 1094 and 1133, J. L. No. 11, Mouza Laskarhat, Dag Nos. 161 and 165 and the same was subsequently converted to Bastu.
- 9) Title of Molly (Nee Datta) Sarkar (Vendor No. 02):
  - a) On 9<sup>th</sup> March 2000, Arup Roy sold, transferred, and conveyed to Molly (Nee Dutta) Sarkar (Vendor No. 2 herein) together with possession thereof, his entire holding in the said Property as aforesaid (obtained by virtue of deed of gift bearing no. 309 of

1987) for consideration mentioned therein free from all encumbrances by conveyance dated 9<sup>th</sup> March 2000 registered before the ADSR, Sealdah and contained in Book No. I Volume No. 23 at pages 39 to 50 via Deed No. 808 of 2000.

- b) On 22nd April 2022 a Deed of Transfer was registered before the DSR III, in Book No. I, Volume No. 1603 at pages 213829 to 213852 bearing Deed No. 160306193 by and between Arup Roy and Molly (Nee Datta) Sarkar to transfer, rectify and clarify a drafting error in the Deed No. 808 of 2000.
- c) That Molly (Nee Datta) Sarkar got the property mutated in her name with the Kolkata Municipal Corporation and his portion was numbered as premises no. 1567, Laskarhat, Kolkata 700039.
- d) Thereafter Molly (Nee Datta) Sarkar got her name mutated in the records of the BL&LRO in Khatian No. 1093 and 426 J. L. No. 11, Mouza Laskarhat, Dag No. 161 and the same was subsequently converted to Bastu.

10) Ownership of Rivu Sarkar (Vendor No. 3):

- a) On 9<sup>th</sup> March 2000 Anup Roy sold, transferred, and conveyed to Rivu Sarkar (Vendor No. 3 herein) together with possession thereof, his entire holding of the said Property (obtained by virtue of deed of gift no. 310 of 1985) as aforesaid for consideration mentioned therein free from all encumbrances by conveyance dated 9<sup>th</sup> March 2000 registered with the ADSR, Sealdah and contained in Book No. I Volume No. 23 at pages 13 to 24 via Deed No. 806 of 2000.
- b) On 22<sup>nd</sup> April 2022 a Deed of Transfer was registered before the DSR III, in Book No. I, Volume No. 1603 at pages 213853 to 213876 bearing Deed No. 160306192, by and between Anup Roy and Rivu Sarkar to transfer, rectify and clarify a drafting error in the Deed No. 806 of 2000.
- c) That Rivu Sarkar got the property mutated in his name with the Kolkata Municipal Corporation and his portion was numbered as premises no. 1564, Laskarhat, Kolkata 700039.
- d) Thereafter Rivu Sarkar got his name mutated in the records of the BL&LRO in Khatian No. 427 and 1095, J. L. No. 11, Mouza Laskarhat, Dag No. 161 and the same was subsequently converted to Bastu.

11) Thus, the owners herein became the joint owners of the said Property.

- 12) On 24<sup>th</sup> April 2013 the Owners herein executed a Joint Development Agreement (hereinafter referred to as the **JDA-01**) with one AMP Universal Realty Private Limited for development of the said Property on the terms and conditions contained therein and registered with the DSR, Alipore, South 24 Parganas in Book No. 1, Volume No. 8, at pages 2012 to 2052 being Deed No. 03885 for the year 2013.
- 13) On 25<sup>th</sup> April 2013, the Owners also executed a Power of Attorney (hereinafter referred to as the **POA-01**) in favour of the authorised representatives of AMP Universal Realty Private Limited and registered before DSR III, Alipore South 24 Parganas, in Book No. 1, Volume No. 9, at pages 8644 to 8658 being Deed No. 03887 of 2013.
- 14) In order to develop the said Property as a single unit, the Vendor executed several mutual deeds of gifts in the year 2013 and 2014 and subsequently got the property amalgamated into a single unit and assessed as premises No. 1567 Laskarhat Kolkata 700039 having Assessee No. 31-107-081567-2.
- 15) On 28<sup>th</sup> April 2017, the **JDA-01** between the Owners and AMP Universal Realty Private Limited was cancelled by a registered deed of cancellation registered before DSR III, and contained in Book No. I, Volume No. 1603-2017 at pages 45602 to 45627 via Deed No. 160301726 of 2017.
- 16) On 28<sup>th</sup> April 2017, the **POA-01** executed by the Owners in favour of authorised representatives of AMP Universal Realty Private Limited was cancelled by a registered deed of Revocation of Power registered before DSR III, and contained in Book No. IV, Volume No. 1603-2017 at pages 4860 to 4868 via Deed No. 160300302 of 2017.
- 17) On 28<sup>th</sup> day of April 2017 a new Joint Development Agreement was executed between the Owners and Ishaaniaa Infraproject LLP represented by its division “Meharia Consortium” being the Confirming party herein for the development of the said Property and the same was registered before the DSR III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2017 at pages 45867 to 45932 being Deed No. 160301735 of 2017 (Hereinafter referred to as the **JDA-02**).
- 18) On 28<sup>th</sup> April 2017, the Owners executed a registered Power of Attorney (hereinafter referred to as the **POA-02**) in favour of the representatives of Meharia Consortium (A Division of Ishaaniaa Infraproject LLP) the Developer registered with the DSR III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2017 at pages 45933 to 45949 being Deed No. 160301736 for the year 2017.

- 19) Thereafter the Developer being the Confirming party herein started working under the said JDA 02 and spend Money and got the said property ready for commercially development.
- 20) On the 20<sup>th</sup> July 2023, the Owners and the Confirming Party herein cancelled the said JDA-02 by a registered deed of cancellation registered before ARA II and contained in Book No. I, Volume No. 1902-2023 at pages 324112 to 324128 via Deed No. 10071 of 2023.
- 21) On the 20<sup>th</sup> July 2023, the said POA-02 executed by the Owners in favour of authorised representatives of Confirming Party was cancelled by a registered Deed of Revocation of Power registered before ARA II and contained in Book No. IV, Volume No. 1902-2023 at pages 324259 to 324278 via Deed No. 190210072 for the year 2023.
- 22) The Owners and the Confirming Party are currently duly seized and possessed of the said Property.
- 23) The Purchasers have agreed to purchase jointly the said Property together with the RT residential structure admeasuring 10,000.00 square feet thereon in its entirety together with all rights, title and interests of the Owners and the Confirming Party.
- 24) Accordingly, by an Agreement dated 15<sup>th</sup> April 2023, the Purchasers herein agreed to purchase the said Property for consideration and on terms and conditions as contained therein.
- 25) After signing of the Agreement for sale, the Purchasers initiated the sanctioning of the building plans and obtaining all other necessary permissions for the development of the said Property at their own cost and considerations therein.
- 26) The Owners in the meantime applied for sanction of building plan from Kolkata Municipal Corporation for construction of multi storied building upon the said property and the same was obtained the same vide Building Permit No. 2024120044 dated 30<sup>th</sup> April 2024.
- 27) The owners with the Confirmation of the Confirming party therein agreed to transfer the right of the sanctioned plan also to the owners herein.
- 28) Relying on the representations of the Owners and the Confirming Party therein and believing the same to be true and on the faith thereof the owners herein have agreed to purchase the said Property on the terms and conditions hereinafter mentioned.

- 29) In terms of the above the owners therein have transferred the said property with the confirmation of the Confirming party to the purchasers being the owners herein vide Deed of conveyance dated \_\_\_\_\_ bearing No. \_\_\_\_\_.
- 30) Thus, the owners herein became the owners of the said property.

**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 DE-VELOEPR at Kolkata in the presence of:

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

Drafted by me-

**JOYJIT ROY CHOWDHURY**

Advocate

High Court Calcutta

WB/970/2009

### **MEMO OF CONSIDERATION**

**RECEIVED** from within named Purchasers the within mentioned sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards the full consideration money for selling the within mentioned Unit by cash and various account payee cheques, Bank transferes.

In Kolkata in the presence of: