

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of 2024
(Two Thousand Twenty-Four) **BETWEEN;**

SUN SHAKTI REALTOR LLP


Designated Partner/Partner

(1) **SRI SUBRATA BANERJEE**, having PAN AJCPB6325J, Aadhaar No.4054 2739 9699, son of Late Gouri Prasad Banerjee, by creed: Hindu, Indian by National, by occupation: Business, residing at 6, Parasar Road, Post Office: Lake Market, Police Station Tollygunge, Kolkata: 700029, District: 24 Parganas (South) and (2) **SUN SHAKTI REALTOR LLP**, LLPIN: AAV-0792, having PAN AEHFS9308G, a Limited Liability Partnership Firm, having its registered Office at 21/7, Aswini Dutta Road, Post Office: Sarat Banerjee Road, Police Station: Lake, Kolkata 700029, being represented by one of its Designated Partner viz. **SRI JAY S. KAMDAR**, having PAN: AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad. H. Kamdar, by creed Hindu, Indian by National, by occupation: Business, residing at 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station Behala, Kolkata: 700053, hereinafter jointly called and referred to as "**the OWNERS/VENDORS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. The Owner/Vendor No.1 herein is being represented by his constituted Attorney **SUN SHAKTI REALTOR LLP**, having its registered Office at 21/7, Aswini Dutta Road, Post Office: Sarat Banerjee Road, Police Station: Lake, Kolkata: 700029, being represented by one of its Designated Partner viz. **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata 700053, duly appointed by way of a registered Development Power of Attorney dated 15th June, 2022, which was registered in the Office of the District Sub-Registrar - II at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2022, Pages from 296484 to 296508, Being No.160207784 for the year 2022.

AND

(1) SRI....., having PAN :....., and
 (2) SMT....., having PAN :.....,
 wife of Sri....., both by creed: Hindu, Indian by National
 by occupation: No.1 & No.2 both are residing
 at....., Post Office:....., Police Station
 :....., Kolkata: 700....., District : 24 Parganas
 (South) , hereinafter jointly called and referred as "**the PURCHASERS**" (which term or expression shall unless excluded by
 or repugnant to the subject or context be deemed to mean and

include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

SUN SHAKTI REALTOR LLP, LLPIN AAV-0792, having PAN : AEHFS9308G, a Limited Liability Partnership Firm, having its registered Office at 21/7, Aswini Dutta Road, Post Office : Sarat Banerjee Road, Police Station: Lake, Kolkata: 700029, being represented by one of its Designated Partner viz. **SRI JAY S. KAMDAR**, having PAN AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad. H. Kamdar, by creed: Hindu, Indian by National, by occupation: Business, residing at 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station : Behala, Kolkata: 700053, hereinafter called and referred to as "the **DEVELOPER/CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in- office, administrators and assigns) of the **THIRD PART**.

WHEREAS originally one Beni Madhab Banerjee by purchase had become the sole and absolute Owner in respect of **ALL THAT** piece and parcel of land measuring about 3 (Three) Cottahs 6 (Six) Chittacks more or less together with brick built structure having an area of 2330 (Two Thousand Three Hundred Thirty) Square Feet more or less standing thereon, being Plot No.70 of Surplus land in the Calcutta Improvement Scheme No. XV(B) formed out of portion of Premises Nos. 107, 119, Dhakuria Road and 113, Russa Road South being part of Holding Nos.106/77, 75 & 71/72 respectively in the Sub- Division: VI, Division: 6, Dihi: Panchannagram, Police Station : previously Tollygunge at present Charu Market, by virtue of a registered Deed of Conveyance from the Trustees for the Improvement of Calcutta for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 24th June, 1927 in the Office of the Sub-Registrar at Alipore Sadar and recorded in Book No.I, Volume No.76, Pages 119 to 121, Being No.3995 for the year 1927.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Beni Madhab Banerjee died intestate on 24th September, 1962 leaving behind him surviving his four sons viz. Chandi Prasad Banerjee, Gouri Prasad Banerjee, Tara Prasad Banerjee, Ashok Banerjee and one daughter Smt. Swati Bhattacharjee as his only legal heirs and successors, who jointly inherited the aforesaid property left by their father as per Hindu Succession Act, 1956, each having undivided 1/5th share of the same.

AND WHEREAS after such inheritance, the aforesaid four brothers and one sister became the joint Owners of the aforesaid property and while absolutely seized and possessed as joint Owners thereof, said Chandi Prasad Banerjee sold, transferred and conveyed his undivided 1/5th share of the aforesaid property unto and in favour of said Gouri Prasad Banerjee by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 15th December, 1971 in the Office of the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 106, Pages 32 to 41, Being No.4975 for the year 1971.

AND WHEREAS after such purchase, said Gouri Prasad Banerjee became the Owner of the undivided 2/5th share of the aforesaid property and while absolutely seized and possessed the same as joint Owners thereof, he died intestate on 13th December, 1984 leaving one Will dated 31st March, 1981 registered in the Office of the Sub-Registrar at Alipore on 19th March, 1982 and recorded in Book No.III, Volume No.3, pages 44, Being No.61 for the year 1982.

AND WHEREAS after demise of said Gouri Prasad Banerjee, the Executor of the aforesaid Will viz. Amar Nath Roy applied for Probate of the said Will before the Learned District Delegate at Alipore vide Act 39 Case No. 166 of 1990. The Learned Court has been pleased to grant Probate of the aforesaid Will vide Order dated 4th February, 1997.

AND WHEREAS the Executor of the aforesaid Will handed over property to the Beneficiary of the aforesaid Will viz. Subrata Banerjee and Smt. Uma Banerjee, who had life interest in the property of the aforesaid Will.

AND WHEREAS the said Uma Banerjee also died on and in terms of the aforesaid Will of Late Gouri Prasad Banerjee, his only son Subrata Banerjee has become the absolute Owner of the undivided 2/5th share of the property situated at 6, Parasar Road, left by his deceased father.

AND WHEREAS while absolutely seized and possessed as joint Owners thereof, said Tara Prasad Banerjee died intestate on 1st January, 1982 leaving behind him surviving his wife Smt. Annapurna Banerjee as his only legal heir and successor, who inherited the undivided 1/5th share of the aforesaid property left by her husband as per Hindu Succession Act, 1956.

AND WHEREAS after such inheritance, said Smt. Annapurna Banerjee became the Owner of the undivided 1/5th share of the aforesaid property and while absolutely seized and possessed the same as joint Owners thereof, she gifted away her aforesaid property unto and in favour of Subrata Banerjee by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 21st March, 1997 in the Office of the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 19, Pages 437 to 445, Being No.649 for the year 1997.

AND WHEREAS in the manner stated above, said Subrata Banerjee, Ashok Banerjee and Smt. Swati Bhattacharjee became the joint Owners of the aforesaid property and duly mutated their names with the Office of the Kolkata Municipal Corporation and after such mutation the aforesaid property known and numbered as Municipal Premises No.6, Parasar Road, Police Station : Tollygunge, Kolkata: 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.87 and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, said Ashok Banerjee died intestate on 9th November, 2005 leaving behind him surviving his wife Smt. Sipra Banerjee and two daughters viz. Smt. Rumjhum Chattopadhyay and Smt. Piyali Chakraborty, as his only legal heirs and successors, who jointly inherited the undivided 1/5th share of the aforesaid property left by the deceased as per Hindu Succession Act, 1956.

AND WHEREAS thereafter said Smt. Sipra Banerjee also died intestate on 7th November, 2017 leaving behind surviving her two daughters viz. Smt. Rumjhum Chattopadhyay and Smt. Piyali Chakraborty, as her only legal heirs and successors, who jointly inherited the undivided share in the aforesaid property left by their mother as per Hindu Succession Act, 1956.

AND WHEREAS subsequently thereafter said Smt. Swati Bhattacharjee also died on 2nd September, 2004 and prior to her death she had published her last Will and Testament dated 15th June, 2004. After her demise the Executor of the aforesaid Will duly applied for probate of the Will before the Hon'ble High Court at Calcutta and the Hon'ble Court has been pleased to grant Probate of the said Will in P.L.A. No.345 of 2018 to the Executor. Accordingly in terms of the Probate of the said Will Mr. Tuhin Subhra Bhattacharjee became the Owner of the undivided 1/5th share of the said property.

AND WHEREAS thus after such inheritance, said Subrata Banerjee, Tuhin Subhra Bhattacharjee, Smt. Rumjhum Chattopadhyay and Smt. Piyali Chakraborty became the joint Owners of the aforesaid property and absolutely seized and possessed of the same as joint Owners thereof.

AND WHEREAS while absolutely seized and possessed the said property as joint Owners thereof, said Tuhin Subhra Bhattacharjee sold, transferred and conveyed his undivided 1/5th share of the said property unto and in favour of "**SUN SHAKTI REALTOR LLP**" by virtue of a registered Deed of Conveyance for the valuable

consideration as mentioned therein. The aforesaid Deed was duly registered on 11th May, 2022 in the Office of the District Sub-Registrar - II at Alipore and registered in Book No.I, Volume No. 1602-2022, Pages 238700 to 238732, Being No.160206295 for the year 2022.

AND WHEREAS while absolutely seized and possessed the said property as joint Owners thereof, said Smt. Rumjhum Chattopadhyay and Smt. Piyali Chakraborty also sold, transferred and conveyed their undivided 1/5th share of the said property unto and in favour of said "**SUN SHAKTI REALTOR LLP**" by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 11th May, 2022 in the Office of the District Sub-Registrar - II at Alipore and registered in Book No.I, Volume No. 1602-2022, Pages 238634 to 238666, Being No.160206296 for the year 2022.

AND WHEREAS in the manner stated above, said Subrata Banerjee and "**SUN SHAKTI REALTOR LLP**" became the joint Owners of the aforesaid property i.e. ALL THAT piece and parcel of land measuring about 3 (Three) Cottahs 6 (Six) Chittacks more or less together with brick built structure having an area of 2330 (Two Thousand Three Hundred Thirty) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.6, Parasar Road, Police Station: Tollygunge, Kolkata: 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.87, Additional District Sub- Registry Office at Alipore, morefully described in the **FIRST SCHEDULE** hereunder written and hereinafter called and referred to as "the **SAID PROPERTY/PREMISES**", having undivided 3/5th & 2/5th share respectively and duly mutated their names with the Office of the Kolkata Municipal Corporation since then have been possessing the same uninterruptedly by doing all acts of ownership and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed of the said property as joint Owners thereof, the Owner/Vendor No.1 herein entered into a Development Agreement on 15th June, 2022 with "**SUN SHAKTI REALTOR LLP**", the Developer herein for

development of his undivided 3/5th share of the said property under certain terms and conditions as setforth therein. The aforesaid Agreement was duly registered in the Office of the District Sub-Registrar - II at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2022, Pages from 293451 to 293505, Being No.160207743 for the year 2022.

AND WHEREAS the Owner/Vendor No.1 herein subsequently executed one Development Power of Attorney on 15th June, 2022 in favour of "**SUN SHAKTI REALTOR LLP**", the Developer herein and empowered it to do all acts, deeds and things in respect of their undivided share of the said property in their names and on their behalves, which was duly registered in the Office of the District Sub-Registrar II at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602-2022, Pages from 296484 to 296508, Being No. 160207784 for the year 2022.

AND WHEREAS in terms of the said Development Agreement, said "**SUN SHAKTI REALTOR LLP**", the Developer herein as well as also the Owner of the undivided 2/5th share of the said property got a Building Plan sanctioned from the Kolkata Municipal Corporation bearing B.P. No.2022080138 dated 3rd March, 2023 for construction of a G+III storied Building upon the said property.

AND WHEREAS in terms of the said Development Agreement, the said Owners and the Developer, formulated a scheme to enable person/party intending to own Flat/s, Car Parking Space/s and other Space/s in the said new Building together with undivided proportionate share or interest in the land of the said premises along with undivided proportionate share in common areas whereupon the proposed Building is to be erected out of the Developer's allocation.

AND WHEREAS according to the said scheme, the Developer will construct or cause to be constructed a Multistoried Building at the costs and expenses of the Developer at the said premises in accordance with the said sanctioned Building Plan.

AND WHEREAS the Purchasers have approached the Developer and agreed to acquire a portion of the Developer's allocation in the New Building and accordingly the Purchasers herein entered into a verbal Agreement with the Developer herein for purchasing a self-contained Flat bearing Flat No..... having super built up area of..... Square Feet more or less from the ... side of the Floor and one Car Parking Space Square Feet on bearing No..... measuring more or less the side of the Ground Floor of the proposed Building, which will be constructed as Multistoried.

AND WHEREAS in terms of the said Development Agreement, the Developer erected, constructed and completed the construction of the said Multistoried Building at the said premises, hereinafter called "the **NEW BUILDING**", in accordance with aforesaid sanction Plan.

AND WHEREAS the Purchasers have inter-alia agreed to acquire from the Vendors, the undivided impartible proportionate share of land in the said premises, morefully described in the **FIRST SCHEDULE** hereunder written, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever **TOGETHER WITH** the proportionate share and the benefit of the Plans relating to the said Flat bearing Flat No..... having super built up area of Square Feet more or less from the side of the Floor and one Car Parking Space bearing No..... measuring more or less..... Square Feet on side of the Ground Floor of the new Building, exclusively belonging to the Developer's allocation, hereinafter called "the **SAID FLAT & CAR PARKING SPACE**", which is the morefully described in the **SECOND SCHEDULE** hereunder written, also with the right of use of the common portions, morefully described in the **THIRD SCHEDULE** hereunder written and **TOGETHER WITH** all right or rights in respect of said Flat & Car Parking Space and the common portions, proportionately from the Developer, which is morefully described in the **SECOND SCHEDULE** hereunder written on the terms and conditions as agreed upon by and between the Parties hereto as per Agreement at or for the total consideration of Rs...../- (Rupees.....) only paid by the Purchasers to the Developer.

AND WHEREAS the Developer has represented and assured the Purchasers that the said Flat bearing Flat No..... having super built up area of Square Feet more or less from the ... side of the..... Floor and one Car Parking Space bearing No..... measuring more or less..... Square Feet on the..... side of the Ground Floor of the new Building, which has already been constructed as Multistoried one, is free from all encumbrances charges, liens, lispendences, attachments, trusts whatsoever or howsoever and the Vendors have also represented and assured the Purchasers that they have absolute power and authority to sell and transfer the undivided proportionate share or interest in the land comprised in the said premises attributable to the said Flat & Car Parking Space.

AND WHEREAS in pursuance of the aforesaid, the Vendors at the request of the Developer is completing the sale of the undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the Developer is also completing the sale of the said Flat & Car Parking Space and the undivided proportionate share in the common portions in the New Building and/or the said premises by these presents.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said premises and in consideration of the sum of Rs...../- (Rupees.....) only paid by the Purchasers to the Developer being the total consideration price which includes the costs of undivided share in land at the premises of the Vendors attributable to the said Flat bearing Flat No.....having super built up area of..... Square Feet more or less from the..... side of the..... Floor and one Car Parking Space bearing No..... measuring more or less Square Feet on the side of the Ground Floor of the new Building and the undivided proportionate share in the common portions (the receipt whereof the Developer doth hereby also by the receipt and Memo hereunder written, admits and acknowledges, which duly affirmed by the Vendors also and of and from the payment of the same forever, release, discharge and acquit the Purchasers and the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions). The Vendors do hereby grant, sell, convey, transfer, assign and assure

and the Developer doth hereby confirms unto the Purchasers **ALL THAT** the undivided impartible proportionate share in the land contained in the said premises, morefully described in the **FIRST SCHEDULE** hereunder written, attributable to the said Flat & Car Parking Space **TOGETHER WITH** the proportionate undivided share and/or the benefit of the Plan relating to the said Flat & Car parking space, morefully described **SECOND SCHEDULE** hereunder written **AND ALSO** the proportionate share of the common portions, morefully described in the **THIRD SCHEDULE** hereunder written, in common with the Co-Owners and/or Occupiers of the New Building **AND** the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Vendors do hereby confirm unto the Purchasers the said Flat bearing Flat No having super built up area of Square Feet more or less from the side of the Floor and one Car Parking Space bearing No measuring more or less Square Feet on the side of the Ground Floor of the new Building, morefully described in the **SECOND SCHEDULE** hereunder written and the undivided proportionate share in the common portion, morefully described in the **THIRD SCHEDULE** hereunder written, **OR HOWSOEVER OTHERWISE** the undivided share of land in the said premises attributable to the said Flat & Car Parking Space and undivided proportionate share in the common portions now are or is or at any time hereto before were or was situated, butted bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all areas, fences, limited right for the passage leading to the staircase and sides spaces of the Building including front open spaces, sewers, drains, water, water courses, benefits, advantages and all manners, former or other rights, liberties and easements privileges, appendages and appurtenances whatsoever belonging to the said undivided share of land in the said premises attributable to the said Flat & Carparking space and the undivided proportionate share in the common portions or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or remainders and the rents, issues and profits of the said undivided share of land in the said premises attributable to the said Flat & Car parking space and the undivided proportionate share in the common portions and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendors and the Developer into or upon the said undivided share of land in the said premises attributable to the said Flat & Car parking space

and the undivided proportionate share in the common portions respectively and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances, whatsoever **TO AND UNTO** the Purchasers free from all encumbrances, trust, liens, lispendences and attachments whatsoever (save only those as are expressly mentioned herein) **AND TOGETHER FURTHER WITH AND SUBJECT TO** easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the premises, the land and the New Building by the Purchasers as Co-Owners as mentioned in the **FIFTH SCHEDULE** hereunder written **AND TO HAVE AND TO HOLD** the said undivided share of land attributable to the said premises and the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants, the rules and regulations contained in the **FIFTH SCHEDULE** hereunder written and/or elsewhere herein **AND ALSO SUBJECT TO** the Purchasers' paying and discharging all taxes, impositions and other common expenses relating to the said premises proportionately and the said Flat & Car Parking Space and details whereof are morefully mentioned in the **FOURTH SCHEDULE** and the **FIFTH SCHEDULE** hereunder written.

THE VENDORS AND DEVELOPER DO HEREBY COVENANT

WITH THE PURCHASERS as follows :-

1. **THAT** the interest which the Vendors and the Developer do hereby professes to transfer, subsists and that the Vendors and the Developer have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers, the said Flat & Car Parking Space and undivided proportionate share in the common portions **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed.

2. **AND THAT** it shall be lawful for the Purchasers from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the said undivided share of land in the said premises, the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any person or persons claiming through under or in trust for the Vendors and/or the Developer, unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein.
3. **AND THAT** the Vendors and the Developer shall from time to time and at all times hereafter, upon every request and at the costs of the Purchasers, make, do, acknowledge, exercise, execute, register and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said undivided share of land in the said premises, the said Flat & Car Parking Space and the undivided proportionate share in the common portions **TOGETHER WITH** the benefits, rights and properties hereby granted unto the Purchasers in the manner aforesaid.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS AND DEVELOPER as follows:-

1. **THAT** the Purchasers herein shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said Flat & Car Parking Space to any person or persons without the consent of the Vendors and the Developer herein or any other Co-Owner or Co-Owners of the said Building.
2. **THAT** the Purchasers' undivided right, title, interest, possession in the soil of the said premises, morefully mentioned in the **FIRST SCHEDULE** hereunder written, shall remain join for all times the other Co-Owners of the said Building at the said Municipal premises.
3. **THAT** the Purchasers herein shall have all rights to mutuate their names as Owners and Possessors in respect of the said Flat &

Car Parking Space in the Office of the Kolkata Municipal Corporation and in the records of any other Authorities, the Vendor and the Developer herein doth hereby give its consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchasers.

4. **THAT** the Purchasers herein shall be liable to pay directly towards payment of Owners' share and Occupiers' share of rates, taxes, land revenues and other outgoing charges payable to the Kolkata Municipal Corporation or to any other Authorities in respect of the said Flat & Car Parking Space hereby sold and transferred to the Purchasers and from the execution of this Deed of Conveyance.
5. **THAT** so long as the said Flat & Car Parking Space is not be separately assessed in the name of the Purchasers herein for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the Purchasers shall pay proportionate share of the aforesaid charges as levied on the said Flat & Car Parking Space on and from the date of execution of this Deed.
6. **THAT** the Purchasers herein shall have full and absolute rights in common with the other Co-Owners of the said Building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said Building and belonging to the said premises, morefully described in the **THIRD SCHEDULE** hereunder written together with the right of the common use and occupation of the ultimate roof of the Building at the said Municipal premises.
7. **THAT** the Purchasers herein shall have all right to take electric, telephone, gas, water pipe etc, connections at the said Flat in the name of the Purchasers at the Purchasers' own costs through common portions and spaces of the said Building as well as the said Municipal premises.

8. **THAT** the Purchasers herein shall have all rights of erecting, scaffolding at the common spaces of the said Municipal premises for repairing, maintenance, painting, whitewashing, decorating, plastering, constructions in respect of the said Flat & Car Parking Space.
9. **THAT** all expenses for maintenance, repairing in respect of the common parts of the said Building including all common areas and common installations of the said Building shall be proportionately borne by the Purchasers with the other Co-Owners of the said Building, morefully described in the **FIFTH SCHEDULE** hereunder and the Purchasers herein will enjoy the right of easements of the said Building as well as the said Municipal premises, morefully described and written in the **FIFTH SCHEDULE** hereunder.
10. **THAT** all expenses for running and operation of all common machineries, equipments and other installations, including all cost of maintenance, repairing shall be borne by the Purchasers proportionately with the other Co- Owners of the said Building.
11. **THAT** one Association and/or Society will be formed between the Flat Owners' of the said Building at the said Municipal premises having one member for each Flat and the Purchasers herein within 3 (Three) months after having possession of their said Flat & Car Parking Space, will join and form the said Owners' Association as the Owner(s)/Purchaser(s) may and decide upon the formation of the Owners' Association shall take the full charge of the Building and they should discharge the Vendor and the Developer herein from any further liability of whatsoever in respect of the said Building and the Vendor and the Developer herein shall have no responsibility in respect of the said Building after the said stipulated period of 3 (Three) months.
12. **THAT** it is expressly and clearly mentioned that the Purchasers herein have paid a sum of Rs..... (Rupees.....)only towards the security deposit for the common electric meter in the said Building and a sum of Rs...../- (Rupees.....) only towards proportionate share of common electric charges and

common maintenance charges for 4 (Four) months from the date of execution of this Deed of Conveyance and also paid a sum of Rs...../- (Rupees.....)only towards the proportionate share of K.M.C. 2 Quarter Tax and also paid a sum of Rs...../-(Rupees.....) only towards the service tax to the Developer herein.

- 13.**THAT** after formation of the said Association and/or Society, the said Body will be liable for the running maintenance, repairs, replacement, installations etc. of the said Building as well as said premises out of their own fund, which will be raised from the Flat Owners' of the said Building by the Association and/or Society and the Purchasers including the other Flat Owners will not demand for the same to the Developer herein after formation of the Association and/or Society.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED

AND DECLARED BY AND BETWEEN THE PARTIES HERETO as

follows:-

THAT the said Flat & Car Parking Space have been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Developer and the Purchasers duly received delivery of possession of the same with full satisfaction.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES)

ALL THAT piece and parcel of land measuring an area of 3 (Three) Cottahs 6 (Six) Chittacks be the same a little more or less together with **G+III** storied Building standing thereon, being known and numbered as Municipal Premises No.6, Parasar Road, Police Station: Tollygunge, Kolkata: 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.87, Additional District Sub-Registry Office at Alipore, together with all right, title, interest and right of easements attached thereto and the same is butted & bounded by :-

ON THE NORTH BY : 28A & 28B, Sardar Sankar Road;

ON THE SOUTH BY: 8, wide Parasar Road;

ON THE EAST BY : 42' wide Parasar Road;

ON THE WEST BY: 26, Sardar Sankar Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID FLAT & CAR PARKING SPACE)

ALL THAT a self contained Flat bearing Flat No..... having super built up area of Square Feet more or less having marble flooring consisting of 3 (Three) bed rooms, 1 (One) drawing-cum-dining, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) verandah from the side of the Floor and one Car Parking Space bearing No..... measuring more or less Square Feet on the side of the Ground Floor of the new Building constructed as Multistoried and/or built on the piece or parcel of land as described in the **FIRST SCHEDULE** hereinabove, **TOGETHER WITH** undivided proportionate share or interest in land attributable to the said Flat & Car Parking Space and all other rights of user of the common parts/portions in the said New Building as mentioned in the **THIRD SCHEDULE** hereunder written and the said Flat & Car Parking Space are delineated on the **MAP** or **PLAN** annexed and bordered with **RED** colour attached herewith.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas, Amenities & Facilities)

1. The following shall be the common areas, parts and equipment subject however to the reservations and exceptions contained in Clause: 2 of this **SCHEDULE**.
- 1.1 **LAND**: The entirety of the land comprised under the Buildings and wherever applicable in the said premises, however, subject to exclusive car parking or other users right granted by the Association.
- 1.2 **TERRACE/ROOF**: Entire terrace/roof including Common Areas therein, excepting the roof above stair overhead and lift machine

room of the said Building, which can be used by the Association for installing hoarding, neon sign or for any other advertising purpose.

- 1.3 **PASSAGES AND LOBBIES**: All common passages and lobbies provided in the Building and the Land, including the staircase.
- 1.4 **LIFTS** All lifts, its installations and spaces in which the same are installed.
- 1.5 **ELECTRICALS**: The entire electrical installations, cables and equipment for providing electricity to the said premises and/or the Building in which the same are installed including generator for Common Area and/or supply to the Unit.
- 1.6 **WATER**: The space, equipment, motors, pumps, reservoirs and pipes including Water Treatment Plant for supply of water to the Units in the Building.
- 1.7 **DRAINAGE** : All drains, sewers, pipes and ducts, provided for drainage and sewerage facility.
- 1.8 **WALLS**: All outer walls of the Building, the boundary wall, main gates provided to the common entrances and outer portions of the walls of the Units on the common passages.
- 1.9 **TELEPHONE/EPABX/CCTV**: The entire wiring and all the equipment and the spaces in which the same installed.
- 1.10 All rooms and/or spaces and/or area provided for amenities and facilities for common use as per the actual physical possession as follows :-

- i. Electrical meters including common meters.
 - ii. Security/Darwan.
 - iv. Toilets/bathrooms on the ground floor.
 - v. Plantation and/or greenery.
 - vi. Stair and lift lobbies.
 - vii. Ground floor entrance lobbies.
2. Notwithstanding anything contained elsewhere herein, until completion of sale and transfer of all, the Units and handing over of the maintenance and management of the Common Areas of the said premises to the Maintenance Company/Association/Society as mentioned in **FOURTH SCHEDULE**, the contents of **CLAUSE: 1** above, are subject to the reservations and/or rights of the Association.
3. It is clarified that notwithstanding anything contained elsewhere herein, all pipes cables and drains, exclusive to or in any of the Units, shall not be deemed to be comprised in the Common Areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(EASEMENT & RESTRICTIONS)

All Apartment Owners/occupants of the said Building including the Association shall be bound by the following easement and/or conditions:-

1. The right of ingress to and egress from their respective Apartments over the common area.
2. The right of passage of wires, cables and other equipment and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.

3. The right of support, shelter and protection of each portion of the Buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the Co-Owners in common with each other, subject however to the conditions more fully described in all five parts of **FIFTH SCHEDULE**.
5. The right of the Association with or without workmen and necessary materials to enter into all parts of the Building/Premises, including all the Apartments therein for repairs at day time upon giving 48 (Forty-Eight) hours prior notice to the person affected thereby provided however, that no prior notice or timing shall be required in emergent circumstances.
6. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
7. The Purchaser/Occupiers of the said Apartment shall not install any box grill for the windows nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(PURCHASER'S COVENANT)

PART: "I"

(SPECIFIC COVENANTS)

1. **THE PURCHASER** shall not :-

- 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Apartment/Unit.
- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments, car parking space and/or any portion of the Building and/or the said premises.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered of the said premises and/or Building, save & except the said Apartment/Unit and in the area of common enjoyment as mentioned herein before in **THIRD SCHEDULE.**
- 1.4 Make any claim due to any changes in the overall plans, construction and specifications of the Building.
- 1.5. Injure harm or damage the common area or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
- 1.6 Throw or accumulate or cause to be thrown accumulated any dust, rubbish or other refuse in the common area, save at the places earmarked therefor by the Association/Body to be formed by the Apartment Owners.
- 1.7 Place or cause to be placed any article or object in the common area.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said Building and/or the adjoining Buildings.
- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.

- 1.10 Use the parking space, if allotted, for any other purpose, than for parking of road worthy cars and/or shall not make any kind of addition/alternation for the same.
- 1.11 Park car or any vehicle on the pathway or open spaces of the said Building/Premises, or at any other space, save & except in the demarcated allotted space, in writing for the same and shall further not allow any of their guests/ visitors to park their vehicles within the said Building/ premises.
- 1.12 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Area or outside walls of the Building save at the places provided therefor, however, this shall not prevent the Purchaser from displaying a small and decent nameplate outside the main door of the Apartment.
- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area which may be injurious, nuisance or obnoxious to all other Owners/Occupiers.
- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Area or outside walls of the Building or other parts of the said premises.
- 1.15 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.16 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.17 Alter any portion, elevation or the color scheme of the Building, the sad premises and/or the Common Area.

1.18 Question the quantum of any amount levied upon the Purchaser on any account herein contained by the Maintenance Company/Association/Body mentioned in **PART: "II"** of this **SCHEDULE**.

1.19 Object if the Maintenance Company/Association/Body provides additional open/covered car parking facilities other than those sanctioned, so long as the same does not in any way disturb or impede the movement and/or ingress and egress of the vehicles and user right of the Purchaser.

1.20 Object if the Maintenance Company/Association/Body has constructed or created additional rooms or spaces other than those under the sanctioned plan.

1.21 Restrict any of the other Owners/Occupiers of the said Building or Premises for the full and unrestricted enjoyment of the Easements described in **FOURTH SCHEDULE**.

2. **THE PURCHASER** shall :-

2.1 Pay the proportionate cost for Common Expenses as mentioned in **PART: "IV"** of this **SCHEDULE** and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Apartment/Unit, the Building and the Pay the proportionate cost for Common Expenses as mentioned in **PART: "IV"** of this **SCHEDULE** and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Apartment/Unit, the Building and the said premises within 7 (seven) days of being called upon to do so.

2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this **SCHEDULE**.

- 2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.4 Use the said Apartment, common areas carefully, peacefully, quietly and shall use the common areas/ passages etc for ingress, egress and for the purpose of which it is meant.
- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment Owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit and shall pay proportionately in case it is related to Building and/or 'Said Premises' or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment/Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Buildings, all costs, charges and expenses as may arise due to provided that the purchaser shall have right to claim any reason whatsoever, reimbursement, if the same be occasioned due to default by any other person.
- 2.8 Diligently, observe and adheres all the Rules, Regulations and Bye-Laws as presently framed by the Transferors or those that may be framed from time to time by the Association/Body to be formed by the Apartment Owners of the said Building.

PART: "II"

(MAINTENANCE OF THE BUILDING)

1. The Maintenance Company/Association/Body has constructed a Building called "**SUN NIRVANA**".

2. Upon formation of the Association or Body for the occupants/Owners of the said building, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association/Body.

3. The Purchaser shall compulsory become a member of the Association/Body to be formed by the Apartment Owners of the said Building at the behest of the Transferors for the maintenance and management of the Common Area more fully described in **THIRD SCHEDULE**.

4. The Transferors shall assist the Purchaser in all respects in formation of the Association/Body.

5. The Purchaser shall co-operate the Owner/Vendor in all respects for formation of the Association/Body and for that the Purchaser shall authorize the Maintenance Company/Association/Body by giving a Power of Attorney in favour of its authorized representative.

6. The Purchaser shall accept the rules and regulations of the Association/Body to be formed by the Apartment Owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.

7. The Purchaser shall pay all the charges and fees to the Association/Body as are levied upon the purchaser by the Association/Body within the dates due therefore.

8.No Purchaser/Owner shall have the right to form a parallel, independent Association/Body in respect of the 'Said Premises' and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment Owners of the said Building.

PART: "III"

(MANAGEMENT & MAINTENANCE)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the Kolkata Municipal Corporation, irrespective of the date of possession of the said Apartment/Unit, received by the Purchaser. The Association/Body to be formed by the Apartment Owners shall manage/maintain the premises, the said Building and the Common Areas.
2. The Transferors shall be treated as Co-Owners in all matters related to the Association/Body to be formed by the Apartment Owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be outsourced to professional management facility company, till an Association/Body is formed and upon formation, all its decision shall be by majority of votes.
4. All deposits, payments for common purposes, taxes and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment Owners.
5. The Association/Body shall, upon its formation, be entitled to maintain the Common Areas.

6. The deposit with the Owner/Vendor, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body to be formed by the Apartment Owners and such deposits shall be utilized by the Association/ Body to be formed by the Apartment Owners only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.

7. The Association Body to be formed by the Apartment Owners shall pay all rates, taxes and outgoings, including for insurance (outgoings) for the Building and the said premises.

8. If the said Association/Body has to make any payments, including outgoings, out of the deposit with the said Association/Body due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 (seven) days of payment by the Association/Body to be formed by the Apartment Owners.

9. The Purchaser shall make all deposits or payments, call upon to pay by the said Association Body from the Purchaser, within 7 (Seven) days of the due date or of receiving demand in writing for the same.

PART: "IV"

(COMMON EXPENSES)

1. **MAINTENANCE**: All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Area.

2. **STAFF**: The salaries and all other expenses of the persons employed by the Association/Body, including their perquisites, bonus and other emoluments and benefits.

3. **OPERATIONAL**: All equipment and installation comprised in the Common Parts, including the cost expenses for running and operating all machinery, of repairing, renovating, annual

maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.

4. **INSURANCE**: Costs of insuring the Building and the Common Area.
5. **ASSOCIATION/BODY**: Establishment and all other expenses of the Association/Body including its formation, establishment, working capital, administrative miscellaneous expenses.
6. **RATES TAXES AND OTHER OUTGOINGS**: All municipal and other rates, taxes and outgoings relating to the premises which cannot be allocated to any particular Co-Owners of any Apartments of the Building.
7. **RESERVES**: Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **OTHERS** :-
 - 8.1 Litigation expenses that may have to be incurred for the Common Purposes.
 - 8.2 All other expenses and/or outgoings for or relating to the Common Area as are incurred by the said Association/Body.
9. **DELAY/DEFAULT**: In case the Purchaser inordinately delays or defaults in making any payment or deposit within the time stipulated therefor, the said Association/ Body shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the delay/default amount in arrears are paid and the said Association/Body shall further be entitled to the interest thereon @ 2% per mensem, compoundable quarterly, till such amount is remitted fully as also damages suffered or cost incurred

due to delay in making payment of such amount or for realization of the same. Notwithstanding the above should delay and/or default persist and the Purchaser fails to fulfill his obligations then the said Association/Body shall have the right to attach the rental income of the Owner applicable and/or claim, lien/charge over the Apartment in respect of such delay and/or default.

PART: "V"

(APPORTIONMENT OF MUNICIPAL RATES & TAXES & OTHER IMPOSITIONS)

1. The Purchaser shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units as and when asked by the Owner/Vendor and for that the Purchaser shall authorize/empower the Owner/Vendor by giving a Power of Attorney in favour of its representative, failing which the Owner/Vendor shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the Kolkata Municipal Corporation, the Purchaser alone is liable and responsible to pay the Kolkata Municipal Corporation tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the Kolkata Municipal Corporation, till such time, the individual units assessed and/or apportioned by Kolkata Municipal Corporation, the Purchaser shall pay taxes proportionately along with other Purchaser.
3. Besides the amount of the impositions, the Purchaser shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the Purchaser for payment of Kolkata Municipal Corporation taxes and charges in respect of the said Apartment/Unit would commence with effect from date of Completion Certificate received for the said Building.

5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-

1.

Signature of the **OWNERS/
VENDORS**

2.

Signature of the **PURCHASERS**

Signature of the **DEVELOPER/
CONFIRMING PARTY**

Drafted by me :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs...../- (Rupees.....) only being the consideration in full towards sale of the said Flat & Car Parking Space including the price of undivided proportionate share or interest in the common portions in the said Building and/or said property as per Memo below:-

MEMO

SL NO.	DATE	CHEQUE NO.	BANK WITH BRANCH	AMOUNT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
TOTAL:.....				Rs...../-
(RUPEES.....) ONLY				

WITNESSES :-

1.

SUN SHAKTI REALTOR LLP


Designated Partner/Partner

2.

Signature of the **DEVELOPER/
CONFIRMING PARTY**