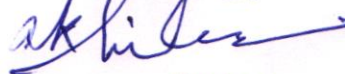


DEED OF CONVEYANCE

1. **DATE:** _____ day of _____, Two Thousand Twenty Six.
2. **Nature of document:** Indenture of Conveyance.
3. **Parties:**

A. A. GROUP

Partner

3.1 OWNER :- 1) **SHRI ASHIM KUMAR SINHA** (PAN No. DDRPS0609J) son of Late Kamalendu Sinha, by faith Hindu, by Nationality Indian, by occupation - Business, & 2) **MS. ANUPA SINHA** (PAN AEIPS4640G) Daughter of Late Kamalendu Sinha, by faith Hindu, by Nationality Indian, by Occupation - Business both are resident of 10, Dehi Entally Road, P.S. & P.O. Entally, Kolkata - 700 014, hereinafter jointly called and referred as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include them, their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.** (Vendor No. 2 represented by the Constituted Power of Attorney **SHRI ASHIM KUMAR SINHA** (PAN DDRPS0609J) Son of Late Kamalendu Sinha, (being Vendor No. 1 herein). The said Power of Attorney registered in the Office of the A.D.S.R. Sealdah and recorded in Book No. 1, Volume No. 1606-2024, Pages from 31558 to 31573, being Deed No. 160601118 for the year 2024).

AND

3.2 Developer - M/S. A.A. Group, (PAN No. ACJFA5055A) Partnership incorporated under The Partnership Act 1932 and having its registered office at 10, Dehi Entally Road, Kolkata, Pin - 700014, being represented by its one of the Authorised Partner **SHRI ASHIM KUMAR SINHA** (PAN No. DDRPS0609J), hereinafter "**The Developer**" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **Second Part**

A N D

3.3. PURCHASERS :- (1) _____ (PAN- _____) and (AADHAAR No.- _____) and (Date of Birth- ---/---/---) son of _____, by faith Hindu, by Occupation- _____, (2) _____ (PAN- _____) and (AADHAAR No.- _____) and (Date

A. A. GROUP



Partner

of Birth---/---/----) wife of -----, by faith Hindu, by Occupation- -----, both by nationality Indian, both are residing -----, P.O.-----, P.S.- -----, Dist. -----, Pin- -----, hereinafter called and referred to as the **"P U R C H A S E R S"** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD - PART.**

4. **DEFINITIONS:-** The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same be contrary to or repugnant to the subject or context:

A. Owner/s – 1) **SHRI ASHIM KUMAR SINHA** (PAN No. DDRPS0609J), son of Late Kamalendu Sinha, by faith Hindu, by Nationality Indian, by occupation Business, & 2) **MS. ANUPA SINHA** (PAN AEIPS4640G), D/o Late Kamalendu Sinha, by faith Hindu, by Nationality Indian, by Occupation - Business both are resident of 10, Dehi Entally Road, P.S. & P.O. Entally, Kolkata - 700 014, hereinafter jointly called and referred as the **OWNERS/ VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include them, their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.** (Vendor No. 2 represented by the Constituted Power of Attorney SHRI ASHIM KUMAR SINHA (PAN DDRPS0609J, S/o Late Kamalendu Sinha, (being Vendor No. 1 herein). The said Power of Attorney registered in the Office of the A.D.S.R. Sealdah and recorded in Book No. 1, Volume No. 1606-2024, Pages from 31558 to 31573, being Deed No. 160601118 for the year 2024).

B. Developer – shall mean **M/S. A.A. Group** , (PAN No. ACJFA5055A)

Partnership incorporated under The Partnership Act 1932 and having its registered office at 10. Dehi Entally Road, Kolkata, Pin - 700014, being represented by its one of the Authorised Partner **SHRI ASHIM KUMAR SINHA** (PAN No. DDRPS0609J, hereinafter **“The Developer”** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns

C. The Property/Premises :- Shall mean **ALL THAT** piece and parcel of Land measuring **8 Chottas 4 Chittak 17 Sqft** Situated at 10 Dehi Entally Road, Kolkata - 700014 fully and particularly described in the Second Schedule appearing hereunder.

D. Building Plan :- shall mean the building plan sanctioned by Office of the Kolkata Municipal Corporation, vide Building Plan No. 2023060014 for construction of a new building at the said Premises.

E. Saleable Space :- shall mean the space in the new building available for independent access and occupation by the Developer after making due provisions for common facilities and the space required thereof.

F. New Building :- shall mean the building (G+4) constructed at the said property situated at **ALL THAT** piece and parcel of Land measuring **8 Chottas 4 Chittak 17 Sqft**, by the Developer in accordance with the plan to be sanctioned by the Office of the Uttarpara Kotrung Municipality, Kolkata - 700014.

G. Flat/Semi-Commercial/Commercial Unit :- shall mean any Flat/Semi-Commercial/Commercial Unit in the new building which is capable of being exclusively owned used by any unit owners and/or transferees and/or Developer and/or owner.

- H. **Car Parking Space** :- shall mean the spaces at the ground floor level and/or basement in the building designated for the car parking space expressed or intended to be reserved for parking.
- I. **Common Areas, Facilities and Amenities** :- shall mean and include corridors, stairways, roof internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive ways, common lavatories and other facilities in the building which may be provided by the Developer and required for the enjoyment, provisions, maintenance and management of the building.
- J. **COMMON EXPENSES** :- shall mean and include all expenses to be incurred by the Flat/Unit Owners for the management and maintenance of the new building and its premises after the new building is handed over to all the Owners.
- K. **Common Portions** :- shall mean all common areas described in the **FOURTH SCHEDULE** hereto and also the Common Parts i.e. the facilities, amenities, erections, constructions and installations comprised in the new building for common access of co-owner of the Premises more fully described in the Fourth Schedule hereto.
- L. **Association** :- shall mean a society or syndicate or association to be formed by the Owners/developer for the common purpose after the project is completed.
- M. **Outgoings** :- shall mean all rates, taxes, charges for the utilities including electricity charges and other outgoings in respect of the Premises.
- N. **Built Up Area** :- shall mean and include the built up area of each individual unit and internal walls, peripheral walls, columns and such areas are only within the purview of the direct ownership over and above the proportionate share in common spaces and common areas.
- O. **Interpretation** :- Words importing masculine gender shall include the feminine gender and neuter gender; similarly words importing feminine

gender shall include masculine gender and neuter gender; likewise neuter gender shall include masculine gender and feminine gender.

5. Construction of the Building :

As per the terms of the Sanction Plan Building Plan No. 2023060014 and the revised Plan, the Developer has completed the construction of the building including a self contained unit i.e. **ALL THAT** the Composite Unit, having Carpet area measuring ----- **Sq.ft.** more or less, built up area measuring ----- sq.ft. and super built up area of ----- Sq. Ft. more or less, on the ----- **Floor** of the building being known as "**Annapurna Apartment**" (herein "**the said Unit**"), comprised in 10, Dehi Entally Road, Kolkata - 700014, and the said Unit is now ready to access. The possession of the said Unit is hereby delivered to the Purchaser simultaneously with execution and registration of this Deed of Conveyance.

6. Subject Matter Of Sale : That the said Unit i.e. **ALL THAT** the Composite Unit, having Carpet area measuring ----- **Sq.ft.** more or less, built up area measuring ---- sq.ft. and super built up area of ----- Sq. Ft. more or less, on the ----- **Floor** of the building being known as "**Annapurna Apartment**" (herein "**the said Unit**"), comprised in, 10, Dehi Entally Road, Kolkata-700014 is hereby sold transferred and conveyed to the Purchaser on ownership basis, specially described in the PART- I of the 3rd SCHEDULE and the Car Parking Space, if any, specially described in the PART-II of the 3rd SCHEDULE, together with the proportionate share in the Land at the Premises and the access to access the Common Portions and facilities (collectively "**the said Composite Unit**") in the Premises subject to the terms and covenants mentioned in this Deed.

7. BACKGROUND:

7.1 Devolution of title of the Owner to the Premises is mentioned in **FIRST SCHEDULE (Devolution of Title).**

7.2 The Developer has got sanctioned the Plan and constructed the Buildings at the Premises and has completed construction of the said Unit as per the specification.

7.3 After being satisfied about the title to the Premises, the access title, interest of the Owner in respect of the Premises, the Plan and the construction (including the quality and specifications thereof, the super built up area, the workmanship, the quality of materials used, the structural stability of the Buildings and the completion of the Flat, the Buildings and the Common Portions), the Purchasers are purchasing the Composite Unit in accordance with the Agreement between the Owner, Developer/Confirming Party and the Purchaser.

8 NOW THIS INDENTURE WITNESSES:

SALE & TRANSFER: In the premises aforesaid and at and for the total consideration of Rs. -----/- (**Rupees ----- only**) paid by the Purchaser to the Developer at or before the execution of these presents (the receipt whereof the Developer doth hereby and also by the memo hereunder admit and acknowledge) and also in consideration of the Purchaser agreeing, accepting and undertaking to fulfill all the terms, conditions and covenants contained in these presents, the Owners and the Developer do and doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the Purchaser **ALL THAT** the Composite Unit, having Carpet area measuring ----- Sq.ft. more or less, built up area measuring ----- sq.ft. and super built up area of ----- Sq. Ft. more or less, on the ----- **Floor** of the building being known as "**Annapurna Apartment**" (herein "**the said Unit**"), comprised in, 10, Dehi Entally Road, Kolkata - 700014, is hereby sold transferred and conveyed to the Purchaser on ownership basis, specially described in the PART- I of the **3rd SCHEDULE** and the Car Parking Space, if any, specially described in the PART-II of the **3rd SCHEDULE**, together with the proportionate share in the Land at the Premises and access the Common Portions and facilities (collectively "**the said Composite Unit**") **OR HOWSOEVER OTHERWISE** the Composite Unit now is or at any time heretofore was situate, butted, bounded,

called, known, numbered, described and distinguished and All That the estate, access, title and interest of the Owner and the Developer in the said unit and all deeds, pattas, of title whatsoever exclusively relating to the said unit TOGETHER WITH proportionate access of applicable Common Parts and all manner of former or other access, liberties, easements, quasi-easements, privileges, appendages and appurtenances thereto in connection with the beneficial access and enjoyment of the said Unit TO HAVE AND TO HOLD the said unit and the access and Properties appurtenant thereto and each and every part thereof unto and to the access of the Purchaser/s absolutely and forever. The sale of the said unit is free from all encumbrances Whatsoever.

9 **COVENANTS OF DEVELOPER/CONFIRMING PARTY:** The Developer hereby covenants with the Purchaser that it:

- 9.1 has received the full Consideration for the sale as mentioned hereinabove and acknowledges the receipt thereof in the Memo of Consideration hereunder;
- 9.2 has good access, full power and absolute authority to sell, transfer and convey the said Composite Unit to the Purchaser as such the said Composite Unit belongs to the /Owners/Developers Allocation free from all encumbrances, liabilities etc. whatsoever;
- 9.3 shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against all manner of former encumbrances, liabilities etc. whatsoever in respect of the said Composite Unit;
- 9.4 shall, at the costs and requests of the Purchaser, do all acts and execute all necessary documents as be reasonably required for more perfectly assuring the said Composite Unit unto the Purchaser/s.
- 9.5 The Owner and/or Developer hereby covenants with the Purchasers that the Purchasers shall peaceably own, hold and enjoy the said Composite Unit, subject to observing and performing the Purchaser covenants contained herein.

10 **COVENANTS OF THE PURCHASER** : The Purchaser/s for have declared, agreed, undertaken and covenanted as follows :-

- 10.1 At or before execution of this Indenture, the Purchasers have inspected, searched, verified and satisfied themselves as to the title of the Owner and the Developer, scope of the Development Agreement, the sanctioned Plan and areas sanctioned thereto, the total area, benefits and interest comprised in the said Composite Unit, Specifications and/or materials used in the Composite Unit, New Building/s and the common parts which would be common for the occupants of the various Commercial units/Semi-Commercial Units/flats/apartments comprised in the said building and the Purchasers are now have no requisition and query in respect of title of the Owner and/or the Developer/Confirming Party in respect of their respective Composite Unit and the Purchaser hereby undertake not to raise any dispute regarding title to the Composite Unit and/or access and/or benefits attributable thereto;
- 10.2 The access of the Purchaser shall remain restricted to the Composite Unit and in no event the Purchaser shall be entitled to and the Purchaser undertake not to claim any access in respect of the other parts or portions of the New Building/s and the Premises and the same shall belong and continue to belong to the Owners and/or Developer, if any;
- 10.3 Notwithstanding anything contained in these presents or elsewhere, the Developer shall be entitled to all future vertical and horizontal exploitation of the building and make additional construction to which the Purchasers hereby gives their consent and agree and covenant not to raise any objection thereto;
- 10.4 The Purchasers and other Co-owners of the building shall be entitled to access their respective areas for such purposes for which the same is intended and for making any other access such person (including the Purchaser if it desires so) shall take written permission and/or consent from the Maintenance Body or Maintenance Company as the case may be;

10.5 The Owner, Developer is and shall be free and be entitled at their costs and option to acquire and purchase lands/properties adjoining on any side of the Premises, mentioned in the SECOND SCHEDULE hereunder written and to combine and amalgamate the said acquired / purchased area to the Premises mentioned in the SECOND SCHEDULE hereunder, and to lawfully exploit the same also along with the Premises and get the building plans sanctioned for such additional land showing areas of the Premises being also available to and for such additional land and raise buildings and deal with the constructed areas thereof along with those in the said complex granting same access advantages benefits concessions and putting and providing to the said future areas the same access, easements, restrictions and regulations as are stated and applicable to the Purchaser of space in the building;

10.6 The Purchaser shall be entitled to mortgage the Composite Unit for raising loan and/or otherwise for the purpose of purchase of the Composite Unit and/or the matters relating thereto;

11 The Purchaser/s shall :

- a. Perform and comply with all the terms, conditions, stipulations, obligations and covenants mentioned herein;
- b. Pay all rates, taxes, duties, levies, and outgoings including, but not limited to, municipal tax, GST, etc. as may be applicable from time to time, in respect of the said Composite Unit wholly and in respect of the Premises proportionately, with effect from date of the Purchasers being in actual or deemed possession of the said Unit;
- c.. Regularly and punctually contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Composite Unit and ensure that those to the other Units are not adversely affected by any acts, omissions or defaults of the Purchasers.
- d. Not raise any objection or claim against the Developer regarding the construction and/or the completion of the Buildings and/or the said Unit or

regarding the already verified calculation of the super-built-up area of the said Unit and/or regarding any of the matters/items mentioned in Clauses hereinbefore as the same have been accepted for all purposes by the Purchaser;

- e. Not raise any objection against the sale of any parking space for the vacant space in the building by the Developer Party to any person;
- f. Not claim any access over and/or in respect of any open land at the Premises or in any open or covered areas of the Buildings and the Premises which is not meant to be a common area or portion as per the Owners and/or Developer Party.
- g. Not claim any access over and/or in respect of the roofs of the Buildings save and except the access of common access and enjoyment;
- h. Not object to the user of the Common Areas and installations by the other Unit Owners;
- i. Get at their own costs, the said Unit mutated in his/her/their name and/or separately assessed by the concerned office within 6 (six) months from the date of execution of this Deed.
- j. Until completion of the project in all manners and respects and also until handing over to the Maintenance Company and/or Association and/or Society, the said building including the Common Areas and Parts of the Buildings, Common Parts, Areas, Installations, Services and Facilities thereof shall be maintained and managed by and/or be under the supervision and control of the Developer or the Maintenance company as and when appointed by the Developer.

12 Obligations of Purchaser: On and from the Date of Possession, the Purchaser covenants that the Purchaser shall:

- 12.1 Co-operating in Management and Maintenance:** Co-operate in the management and maintenance of the building and/or the Premises by the Developer or the Association, as the case may be.

- 12.2 **Observing Rules:** Observe the rules framed from time to time by the Association for the beneficial common enjoyment and maintenance of the project and/or the Premises.
- 12.3 **Paying Common Expenses:** Pay and bear the proportionate share of the expenses to be incurred in common, (collectively referred to as the "**Common Expenses**"), in respect of the project and/or the Premises, proportionately and the said Composite Unit and Appurtenances, wholly. It is clarified that the Purchasers shall be liable to pay proportionate maintenance charges for maintenance of the said Composite Unit and Appurtenances, on the basis of the bills as raised by the Developer or the Association, as the case may be, without claiming any deduction or abatement in any manner or on any account.
- 12.4 **Utility Charges:** Deposit with the Developer on or before possession the one time payments determined by the Developer towards the Purchaser's liability for all outgoings, including but not limited to Municipal rates, taxes, surcharge and maintenance charges, as mentioned in the **Schedule** below (collectively **Utility Charges**). It is further clarified that the Said Utility Charges mentioned in the **Schedule** below are estimated. In case the actual costs against the Said Deposits vary, the Purchaser shall pay deficit/get refund of excess, as the case may be.
- 12.5 **Paying Municipal Taxes and Mutation:** Until the Said Composite Unit is separately mutated in favour of the Purchasers, the Purchasers shall be liable to pay and bear the proportionate Municipal rates and taxes and other rates, taxes and surcharge levied by statutory bodies or authorities in respect of the Composite Unit, on the basis of the bills to be raised by the Developer and/or the Association, upon formation and such bills shall be conclusive proof of the liability of the Purchasers in respect thereof. The Purchaser shall have mutation completed at the earliest.
- 12.6 **Paying Maintenance Charges for Delay:** Pay without raising any objection in any manner whatsoever and without claiming any deduction

or abatement whatsoever, all bills raised by the Association, upon formation, within 7(seven) days of presentation thereof, failing which the Developer/Association shall be entitled to claim and receive interest @18% (Eighteen percent) per annum, compoundable monthly. In the event such bills remain outstanding for more than 2(two) months, the Association shall be entitled to discontinue all the common facilities, amenities and services to the Purchaser.

12.7 Paying Electricity Charges: Pay for electricity and other utilities consumed in or relating to the Said Composite Unit and Appurtenances. It is clarified that the Purchasers, at their own costs and expenses be liable to take electricity connection from the supplier which is presently CESC Ltd., directly and the Developer except giving necessary consent therefore, shall not have any liability or duty whatsoever.

12.8 Meter and Cabling: Be liable to draw the electric lines/wires from the meter room to the said Composite Unit only through the duct and pipes provided therefore, ensuring that no inconvenience is caused to either the Developer or to the other co-owners/occupiers who shall occupy the project and/or the Premises. The main electric meter shall be installed only at the common meter room in the Project which shall be decided and demarcated by the Developer alone. The Purchasers shall, similarly, access the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the project and/or the Premises.

12.9 Commercial and/or Residential access: The building is divided into two Segments i.e., Ground Floor as Commercial Units (3 Units), Parking & Residential and all upper floors are residential segments. Under no circumstances the Purchaser shall access the said Composite Unit for the other purpose only. It is categorically mentioned that commercial segment cannot be used for residential purpose and residential segment cannot be used as commercial or otherwise.

- 12.10 **No Alteration:** Not alter, modify or in any manner change the elevation and exterior colour scheme of the project.
- 12.11 **No Changing Name:** Not change/alter/modify the name of the Project, which has already been given by the Developer.
- 12.12 **No Nuisance:** Not use the said Composite Unit or permit the same to be access in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the project and/or the Premises and/or the neighboring properties.
- 12.13 **No Storage:** Not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the project and/or the Premises.
- 12.14 **No Obstruction:** Not obstruct the Developer and/or the Association in their acts relating to the common matters and not obstruct the Developer in constructing and selling or granting access to any person on any part of the project and/or the Premises.
- 12.15 **No Violating Rules:** Not violate any of the rules and/or regulations laid down by the Developer and/or the Association for the user of the Common Portions.
- 12.16 **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **SAVE** at the places indicated therefore.
- 12.17 **No Blocking Common Portions:** Not place or cause to be placed any article or object in the Common Portions.
- 12.18 **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Composite Unit or Common Portions.
- 12.19 **No Signage:** Not put up or affix any sign board, name plate or other similar things or articles in the Common Portions or outside walls of the

project and/or outside walls of the said Composite Unit and/or outside walls of the Premises **Save** at the place or places provided therefore **Provided** that this shall not prevent the Purchasers from displaying a decent name plate outside the main door of the said Composite Unit.

- 12.20 **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Composite Unit.
- 12.21 **No Drawing Wire/Cable:** Not affix or draw any wire, cable or pipe from, to or through any Common Portions or outside walls of the project or outside walls of the Premises **Save** in the manner indicated by the Developer and/or the Association, upon formation.
- 12.22 **No Floor Damage:** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- 12.23 **No Installing Generator:** Not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the project and/or the Premises.
- 12.24 **No Affixing Grill:** Not affix or change windows or grills without prior written permission of the Developer and/or the Association, upon formation.
- 12.25 **No Changing Colour Scheme:** Not change the colour scheme of the windows, grills and the main door of the said Composite Unit i.e. outer portion of the space, without obtaining prior written permission of the Developer and/or the Association, upon formation. The Developer hereby put its no objection with regard to colour scheme of the windows, grills and the main door inside the said Composite Unit.
- 12.26 **No Objection to Construction:** The Purchaser shall not object to the continuance of the construction of the other portions of the Project even after delivery of possession of the said Composite Unit and

Appurtenances. The Purchasers shall not raise any objection to any inconvenience as may be suffered by the Purchasers due to and arising out of the construction activity in the Premises after delivery of possession of the said Composite Unit and Appurtenances.

12.27 No Dispute for Not Construction of Other Areas: It is further clarified that the Purchaser shall not have any access to raise any dispute or make any claim with regard to the Developer either constructing or not constructing any portions of project other than the said Composite Unit and Appurtenances. The Purchaser has interest only in and upon the said Composite Unit and the Common Portions as are comprised in the project.

12.28 Completion of Project: The expression "completion of project/ construction" wherever used in this Agreement shall mean the completion and finishing of construction of the project.

12.29 No Objection to Change in User and/or Sale of Unsold Open Spaces: The Purchaser shall not object to the change of user and/or sale of any spaces including the unsold Parking Spaces and/or the Premises by the Developer.

13 POSSESSION : The Developer hereby simultaneously hereby handover possession of the said Composite Unit to the Purchaser, which the Purchaser hereby admits and acknowledges to have received the same after fully satisfying himself in all respects as mentioned hereinbefore.

14 JURISDICTION : Kolkata : In connection with the any proceedings, , shall have jurisdiction to receive, entertain, try and determine all actions and proceedings;

The FIRST SCHEDULE **(Devolution of Title).**

WHEREAS as per terms of the final decree passed on 29th November, 1919, in Partition and Administration Suit No. 22 of 1915 of the Ld. 2 Sub Judge at Alipore one Indra Narayan Deb was allotted ALL THAT piece or parcel of bastu land measuring 8 Cottah 4 Chittacks 17 square feet (Eight Cottahs

Four Chittacks and Seventeen Sq. Ft.) be the same a little more or less, together with partly one and partly two storied pucca residential building lying and situated at Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014, which was mentioned in the Schedule of the said decree and also fully mentioned in the Schedule below and hereinafter called as the property.

AND WHEREAS the said Indra Narayan Deb died intestate on 24 day of April, 1966, leaving behind his only son namely Ramendra Narayan Deb as his sole legal heir and his wife had pre-deceased him and by virtue of intestate succession as per Hindu Law, he inherited the said property, lying and situated at Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014.

AND WHEREAS the said Ramendra Narayan Deb, son of Late Indra Narayan Deb died intestate on 20th February, 1972, leaving behind him, surviving his widow Smt. Nibha Rani Deb and one son namely Kamalendra Narayan Deb and two married daughters namely Smt. Gita Ghosh alias Kanika Ghosh and Smt. Bandana Basu as his legal heirs and by virtue of intestate succession, they jointly inherited the said property, each having undivided 1/4th share therein.

AND WHEREAS by way of inheritance the said (1) Smt. Nibha Rani Deb, (2) Kamalendra Narayan Deb, & (3) Smt. Gita Ghosh, & (4) Smt. Bandana Basu were jointly seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said land measuring about 8 Cottah 4 Chittacks 17 square feet (Eight Cottahs Four Chittacks and Seventeen Sq. Ft.) be the same a little more or less with partly Two and partly One Storied pucca building, standing in a portion thereon at Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 under the Kolkata Municipal Corporation in Ward No.55.

AND WHEREAS By a Deed of Conveyance dated 31st day of July, 1981 made between said Owners, therein referred to and called as the Vendors of the One part and (1) Arup Kumar Sinha, (2) Ashish Kumar Sinha & (3) Ashim Kumar Sinha, all sons of Late Kamalendu Sinha, therein referred to and called as the purchasers of the other part and registered in the Office of the District Sub-Registrar at Alipore, 24 Parganas and recorded in Book No. 1, Volume No. 309, pages 102 to 116, Being No. 9351 for the year 1981, the Vendors therein sold conveyed and transferred unto the purchasers therein ALL THAT piece and parcel of the land measuring about 7 (Seven) Cottahs 17 (Seventeen) Sq. Ft. being demarcated specified North Eastern portion of the total land of 8 Cottah 4 Chittacks 17 square feet (Eight Cottahs Four Chittacks and Seventeen Sq. Ft.) be the same a little more or less with partly Two and partly One Storied pucca building being the portion thereon at Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 under the Kolkata Municipal Corporation in Ward No. 55, together with court yard, electric, water line, sewerage fine, electric meters together with access of common passages along with easement access more fully described in the Schedule there under written.

AND WHEREAS By virtue of aforesaid purchase the said (1) Arup Kumar Sinha, (2) Ashish Kumar Sinha & (3) Ashim Kumar Sinha, all sons of Late Kamalendu Sinha, became the sole and absolute joint owners and/or seized and possessed of the said North Eastern portion of the total property measuring more or less 7 (seven) Cottahs 17 (Seventeen) Sq. Ft. together with partly Two and partly One Storied pucca building, lying and situated at Premises No. 10, Dehi Entally Road, P.S. & P.O. Entally, Kolkata 700 014, together with court yard, electric, water line, sewerage line, electric meters together with access of common passages along with easement access.

AND WHEREAS in view of such purchase the said (1) Arup Kumar Sinha, (2) Ashish Kumar Sinha & (3) Ashim Kumar Sinha, became the absolute joint owners of the said portion of the property, each having undivided 1/3 (one-third) share and during such possession said Arup Kumar Sinha, and

Ashish Kumar Sinha, both died intestate as bachelor leaving behind them surviving their brother Ashim Kumar Sinha and their two sisters namely Ms. Anupa Sinha & Ms. Aloka Sinha as their legal heirs and after the demise of Arup Kumar Sinha, and Ashish Kumar Sinha, their brother Ashim Kumar Sinha became the owner of undivided 5/9 share (ie. 1/3 share of his own + 2/9th share from their brothers) and each of the two sisters became the owners of undivided 2/9th share. Thus said Ashim Kumar Sinha and his two sisters Ms. Anupa Sinha and Ms. Aloka Sinha became the owners of land measuring more or less 7 (seven) Cottahs 17 (Seventeen) Sq. Ft. together with partly Two and partly One Storied pucca building standing thereon within the limits of the Kolkata Municipal Corporation being Municipal Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 and have been in possession thereof.

AND WHEREAS after sale of said land 7 (seven) Cottahs 17 (Seventeen) Sq. Ft. out of 8 (eight) Cottahs 4 (four) Chittacks 17 (Seventeen) Sq. Ft. the said (1) Smt. Nibha Rani Deb, (2) Kamalendra Narayan Deb, & (3) Smt. Gita Ghosh @ Kanika Ghosh, & (4) Smt. Bandana Basu became the joint owners of rest portion of the said property, being Southern portion of the total property measuring more or less 1(one) Cottah 4 (four) Chittacks be the same a little more or less together with tin shed brick wall structure measuring more or less 100 sq. ft. of the said property at the said Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 under the Kolkata Municipal Corporation, in Ward No. 55, together with court yard, electric, water line, sewerage line, electric meters together with access of common passages along with easement access.

AND WHEREAS Subsequently the said Smt. Nibha Rani Deb died intestate on 11.07.1983, leaving behind her son Kamalendra Narayan Deb, & two daughters Smt. Gita Ghosh @ Kanika Ghosh, & Smt. Bandana Basu, as her surviving legal heirs and heiress as per the Hindu Succession Act, 1956 the said legal heirs jointly inherited the undivided 1/4th share in the said property left by the deceased Smt. Nibha Rani Deb and accordingly the said son and two daughters of the deceased Smt. Nibha Rani Deb, jointly inherited the said

property having land area 1(one) Cottah 4(four) Chittacks more or less, together with 100 sq. ft. tin shed structure standing thereon, situated at Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 and they have become the joint owners of the said property.

AND WHEREAS by way of inheritance the said (1) Kamalendra Narayan Deb, & (2) Smt. Gita Ghosh, alias Kanika Ghosh & (3) Smt. Bandana Basu are seized and possessed of or otherwise well and sufficiently entitled in absolute joint owners of the said rest portion of land measuring about 1 Cotta 4 Chittacks (One Cottah Four Chittacks) be the same a little more or less with tin shed brick wall room measuring more or less 100 sq. ft. in the portion of the Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 under the Kolkata Municipal Corporation in Ward No. 55.

AND WHEREAS By an indenture of Conveyance dated 1 day of October, 2019 made between said (1) Kamalendra Narayan Deb, & (2) Smt. Gita Ghosh, alias Kanika Ghosh & (3) Smt. Bandana Basu, therein called as the Owners/Vendors of the One Part and (1) Ashim Kumar Sinha, (2) Ms. Anupa Sinha & (3) Ms. Alok Sinha, No.1 son and Nos. 2 & 3 daughter of Late Kamalendu Sinha, therein referred to and called as the Purchasers of the Other Part and registered in the Office of the Additional District Sub-Registrar at Sealdah, 24-Parganas (South) and recorded in Book No. 1, pages 147787 to 147831, Being No 160603946 for the year 2019, the Vendors therein sold conveyed and transferred unto the Purchasers therein ALL THAT piece and parcel of the land measuring about 1 (One) Cotta 4 (Four) Chittacks together with tin shed brick wall structure measuring more or less 100 sq. ft. thereon of the said property at the said Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 under the Kolkata Municipal Corporation in Ward No. 55, together with court yard, electric, water line, sewerage line, electric meters together with access of common passages along with easement access more fully described in the Schedule there under written.

AND WHEREAS Since such purchase the aforesaid property said (1) Ashim Kumar Sinha, (2) Ms. Anupa Sinha & (3) Ms. Aloka Sinha will become the joint owners of the aforesaid property entirely ALL THAT piece and parcel of land hereditaments admeasuring an area of 8 Cottahs 4 Chittacks and 17 square feet be the same a little more or less together with partly two and partly one storied building duly mutated their names jointly in the assessment records of Kolkata Municipal Corporation in respect of Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 under the Kolkata Municipal Corporation in Ward No. 55 vide Assessee No. 11-055-13-0017-1, more fully and particularly mentioned under First Schedule hereunder written as the owners and occupiers of the aforesaid land in question and paying taxes thereof regularly to the competent authority of KMC.

AND WHEREAS subsequently one of the owner Ms. Aloka Sinha, daughter of Late Kamalendu Sinha, died on 29.03.2023, she was a spinster leaving behind her said surviving one brother Ashim Kumar Sinha and one sister namely Ms. Anupa Sinha (being Vendors/Owners herein) respectively as her legal heirs and successors, according to provision of Hindu Succession Act, after demise of said Aloka Sinha, her undivided in the said property was jointly devolved upon her said brother Ashim Kumar Sinha and her sister Ms. Anupa Sinha became the joint owners of ALL THAT piece and parcel of land hereditaments admeasuring total an area of 8 Cottahs 4 Chittacks and 17 square feet be the same a little more or less together with partly two and partly one storied building duly mutated their names jointly in the assessment records of Kolkata Municipal Corporation in respect of Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014, free from and encumbrances whatsoever.

AND WHEREAS Upon seizing and possessing the aforesaid property the said Sri Ashim Kumar Sinha and Ms. Anupa Sinha duly mutated their names in the assessment records of Kolkata Municipal Corporation in respect of Premises No. 10, Dehi Entally Road, PS & PO Entally, Kolkata 700014 under the Kolkata

Municipal Corporation in Ward No. 55 vide Assessee No. 11-055-13-0017-1 more fully and particularly mentioned under First Schedule hereunder written as the joint owners and occupiers of the aforesaid land in question and paying taxes thereof regularly to the competent authority of Kolkata Municipal Corporation.

AND WHEREAS On the basis of prayer submitted by the land owners, being First Part herein to the Municipal Corporation at Kolkata for sanctioning a G+4 storied building plan and the Municipal Corporation of Kolkata has been duly sanctioned for raising construction Vide Building Plan No. 2023060014 dated 19.05.2023 and have thus started constructing on the said plot of land consisting of G+4 storied building along with car parking space on the ground floor, office space, shops and dwelling flats etc.

The SECOND SCHEDULE
(The Premises)

ALL THAT piece and parcel of Land measuring **8 Chottas 4 Chittak 17 Sq. ft. situated at 10 Dehi Entally Road, Kolkata – 700014**, Under Kolkata Municipal Corporation , which is butted and bounded in the manner as follows:-

ON THE NORTH	:	15 Dehi Entally
ON THE SOUTH	:	49 Dehi Entally
ON THE EAST	:	12 Dehi Entally
ON THE WEST	:	8 Dehi Entally

THE THIRD SCHEDULE ABOVE REFERRED TO:
“SAID COMPOSITE UNIT”

ALL THAT the Semi Commercial/Flat Unit, having Carpet area measuring - _____ **Sq.ft.** more or less, built up area measuring - _____ **sq.ft.** and super built up area of - _____ **Sq. Ft.** more or less, on the _____ **Floor** of the building, covered car parking space no. _____ with 135 Sq. ft., being known as **“Annapurna Apartment”** (herein **“the said Unit”**) having cemented Flooring,

comprised in Mouza – 10, Dehi Entally Road, Kolkata - 700014, TOGETHERWITH proportionate share in the land and access in the common portions and/or facilities.

The said Semi Composite Unit is butted and bounded by

ON THE NORTH :- By ----- ;
ON THE SOUTH :- By ----- ;
ON THE EAST :- By ----- ;
ON THE WEST :- By ----- ;

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON PORTIONS)**

1. Areas :-

- (a) Ultimate/Top roof above the top floor of Building.
- (b) Lobbies and staircases of the Building.
- (c) Lift Machine Room and Lift well of the Building.
- (d) Boundary walls and main gates of the Building and/ or the Premises.
- (e) Any other area/s earmarked by the Developer herein for the common access of all the Flat/Unit/Apartment/Space.

2. Water and Plumbing :-

- (a) Water tanks on the roof of the Building.
- (b) Water pipes (save those inside any flat).

3. Electrical Installations :-

- (a) Wiring and accessories for lighting of the Common Portions.
- (b) Electrical Installations relating to meter for electricity from CESC Ltd.
- (c) Pump and motor.
- (d) Lift and lift machinery.

4. Drains :-

- (a) Drains, sewers and pipes.

5. Others :-

Other areas and installations and/or equipment's as are provided in the Building and/or the Premises, at extra cost, for common access and enjoyment and other common amenities and facilities intended for common access.

4th Schedule
(Common Expenses)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.
5. **Insurance:** All expenses for insuring the project inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion etc.
6. **Litigation:** All litigation expenses incurred for the common matters and relating to common access and enjoyment of the Common Portions.
7. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any flat) walls of the project.
8. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, if any changeovers switches, pumps 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.
9. **Rates and taxes:** Municipal Tax, surcharge, Multistories Building Tax, Water Tax and other levies in respect of the PROJECT and/or the Premises save those separately assessed on the Purchaser.
10. **Staff:** The salaries of and all other expenses on the staff to be employed for the common matters, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

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

SIGNED AND DELIVERED by the PARTIES

at Uttarpara, Hooghly, in the presence of:

WITNESSES:

1.

A. A. GROUP



Partner

SIGNATURE OF THE OWNERS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me:-

MEMO OF CONSIDARATION

Received a sum Rs. -----/- (Rupees -----
 -----only) from within named Purchaser in the following manner :-

Sl. No.	Cheque No.	Dated.	Drawn.	Amount(Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
TOTAL:				Rs. -----/-

Witness:-

1.

A. A. GROUP

 Partner

SIGNATURE OF THE DEVELOPER

2.