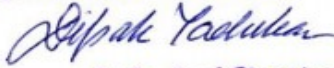


DEED OF CONVEYANCE

1. **THIS DEED OF CONVEYANCE ("DEED")** is executed on this ____ day of _____, Two Thousand and _____.

BY AND BETWEEN

For Shree Krishna Enterprise

Authorised Signatory

2. **GOURI SANKAR DAS**, (PAN:; and AADHAAR No.:), son of Late Girish Chandra Das, by religion Hindu, by occupation Business, residing at 236/1 (previously, No. 236), Satin Sen Sarani, P.O. Kankurgachi, P.S. Narkeldanga, Kolkata - 700 054, hereinafter referred to as the “**OWNER**” (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**;

AND

3. **SHREE KRISHNA ENTERPRISE**, (PAN:), a Registered Partnership Firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at Shree Krishna Chambers, 78, Bentinck Street, 5th Floor, Suite-1E, Block-B, P.O. and P.S. Bowbazar, Kolkata - 700 001, represented by one of its **Partners and Authorized Signatory, DIPAK YADUKA**, (PAN:; and Aadhaar No.:), son of Basudeo Prasad Yaduka, by religion Hindu, by occupation Business, residing at P-44, C.I.T Road, Scheme: VI.M. (S), P.O. :- Kankurgachi and P.S. Phoolbagan, Kolkata - 700 054, hereinafter referred to as the “**PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof from time to time and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**;

AND

4. _____ hereinafter referred to as the “**PURCHASER**” of the **THIRD PART**:

*The **Owner, Promoter** and the **Purchaser** shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.*

5. **Definitions:**

The following terms and expressions shall in this Conveyance Deed have the respective meanings assigned to them hereinbelow, unless the same be contrary to or repugnant to the subject or context:

- 5.1 **“ACT”** means the Real Estate (Regulation and Development) Act, 2016;
- 5.2 **“AGREEMENT”** shall mean the Agreement for Sale dated _____ registered at the office of the _____ in Book No. I, Volume No. ____, Pages _____ to _____, Being No. _____ for the year _____ entered into between the Parties;
- 5.3 **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- 5.4 **SECTION** shall mean a section of the Act.
- 5.5 **SAID PREMISES** shall mean the municipal premises No. 236/1 (previously, 236 or 236A), Satin Sen Sarani (previously, Maniktala Main Road), **[Zone: Canal East Road (Ward-14) – Rail Bridge (Ward-14)]** P.S. Narkeldanga, P.O. Kankurgachi, Kolkata – 700 054, more fully and particularly mentioned and described in **PART – I** of the **SCHEDULE-A**.
- 5.6 **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the new Residential Building of G + VI proposed to be constructed by the Promoter at the said premises and containing several independent and self contained Residential apartments and Shops, parking spaces, and other constructed areas.
- 5.7 **APARTMENTS** shall mean the independent and self-contained residential/commercial units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the parking space/s and/or roof/s and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- 5.8 **PURCHASERS / APARTMENT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyer(s)/owner(s) who from time to time have purchased or agreed to purchase either from the Promoter or the Owner and taken possession of any Apartment

in the said premises in accordance with the Said Agreement.

5.9 COMMON AREAS AND INSTALLATIONS shall mean the areas, installations and facilities in the said premises as mentioned and specified in the **SCHEDULE-C** and expressed or intended by the Promoter for exclusive use and enjoyment for the Purchaser(s) of the said Project at the said premises which has been further explained herein below.

- a. **“Residential Common Areas, Amenities and Facilities”** shall mean and include all such areas, spaces, amenities, facilities and appurtenances within the Project which are specifically earmarked and intended exclusively for the use, benefit and enjoyment of the Purchasers and/or Occupiers of the Residential Segment, to the absolute exclusion of the Purchasers of the Commercial Segment, save and except to the limited extent expressly permitted under the said Agreement. The term shall include the Residential Activity Centre located on the First Floor, comprising gymnasium, kids’ play area, community hall and such other amenities and facilities earmarked exclusively for residential unit holder(s), residential entry and exit areas, and all internal access areas serving the Residential Segment, as more particularly described in **Part I of Schedule C**.
- b. **“Commercial Common Areas, Amenities and Facilities”** shall mean and include all such areas, spaces, amenities, facilities and appurtenances within the Project which are specifically earmarked and intended exclusively for the use, benefit and enjoyment of the Purchasers and/or occupiers of the Commercial Segment, and which are not intended for use by the Purchaser(s) of the Residential Segment. The term shall include separate entry and exit areas, staircases, passages and access ways serving the Commercial Segment, including the exclusive First Floor Commercial Area, and such other common areas, amenities and facilities as more particularly described in **Part II of Schedule C**, it being expressly clarified that the Commercial Segment shall be open for use by the public at large.
- c. **“Joint Common Areas, Amenities and Facilities”** shall mean and include all such areas, spaces, amenities, facilities, services and

infrastructure within the Project which are earmarked and intended for the common use, benefit and enjoyment of the Purchasers and/or occupiers of both the Residential Segment and the Commercial Segment. The term shall include, inter alia, mechanical car parking spaces, common lobbies, reception area, circulation areas, utilities, services, installations and emergency exits serving both segments, including limited access through residential areas for commercial Purchasers solely for ingress and egress to allotted car parking spaces, as more particularly described in Part III of Schedule C.

- d. **“Project Common Areas, Amenities and Facilities”** shall collectively mean and include the Residential Common Areas, Amenities and Facilities, the Commercial Common Areas, Amenities and Facilities and the Joint Common Areas, Amenities and Facilities.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular residential & commercial space(s), the front open space of the said premises and other open and covered spaces at the said premises and the Building which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Purchaser hereby consents.

- 5.10 COMMON EXPENSES** shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Apartment Holders/Purchasers of the said premises and all other expenses for the common purposes (including those mentioned in the **SCHEDULE C**) to be contributed and shared by all the Apartment Holders/Purchasers.

- 5.11 COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Apartment Holders / Purchasers in the said premises for

the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Apartment Holders / Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- 5.12 APARTMENTS** shall mean the independent and self-contained residential/commercial unit(s) and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the parking space/s and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- 5.13 "TOTAL PRICE"** shall mean the consideration mentioned in **Schedule D** that has been paid by the Purchaser(s) for acquiring the said Apartment/Unit based on the carpet area thereof (excluding Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid / is payable additionally by the Purchaser, as applicable from time to time);
- 5.14 "APARTMENT OWNERS"** shall, according to the context, mean all purchasers and/or intending purchasers of different Apartments in the Building and shall also include the Owner/Promoter and subsequently its transferees in respect of such Apartments/ Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Owner/Promoter;
- 5.15 "ASSOCIATION"** shall mean the Association to be formed under and in accordance with the West Bengal Apartment Ownership Act, 1972 which would comprise the Owner/Promoter and the representatives of all the Purchasers of Apartments/Units and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Owner/Promoter;

5.16 PARKING SPACES shall mean covered parking spaces in or portions of the Building at the said premises and also at the ground level of the said project Land as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles under Mechanical Car Parking System exact location to be identified by the Owner/Promoter on or before the Possession Date. This is further clarified that any allotment of such parking space shall be on ownership basis. It is also clarified that in case any parking be a stacked car parking (i.e., having access through another parking space or another parking space having access through the Purchaser's allotted parking space), then Purchasers of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required, or to keep one set of keys of their respective cars with the security guard at the main gate to enable easy removal / shifting).

5.17 CARPET AREA according to the context shall mean the net usable floor area of any Apartment/Unit, excluding the area covered by external walls, areas under service shafts (if any), but includes the area covered by the internal partition walls of the Apartment/Unit;

5.18 BUILT-UP AREA according to the context shall mean and include the plinth area of any Apartment/Unit in the building and also including the thickness of the external and internal walls thereof and columns therein and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.) **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment/Unit.

5.19 PROPORTIONATE OR PROPORTIONATELY according to the context shall mean the proportion in which the Carpet Area of the said Apartment/Unit may bear to the Carpet Area of all the Apartments/Units in the said premises **PROVIDED THAT**

- 5.20** where it refers to the share of the Purchaser or any Purchasers in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area, rental income, consideration, or user then the same shall be determined on the basis of the area, rental income, consideration or user of the said Apartment/Unit).
- 5.21 SAID Apartment/Unit** shall mean the Apartment No. ___/ Unit No___ on the ___ floor of the Building named as “MIRAYA” constructed at the said premises morefully and particularly mentioned and described in the Part-I of the **SCHEDULE-E** with specifications to be provided therein by the Promoter as mentioned in **PART-I of the SCHEDULE-B** and wherever the context so permits shall include the Purchaser’s proportionate undivided share in the Common Areas and Installations attributable to the said Apartment/Unit and further wherever the context so permits may include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated Part-II of the **SCHEDULE-E** .
- 5.22 DEVELOPMENT AGREEMENT** shall mean the registered Amended and Restated Development Agreement dated 30th November, 2023 entered between the Owner and the Promoter;
- 5.23 MAINTENANCE COMPANY/ ASSOCIATION** shall mean any Private Limited Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Purchasers, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- 5.24 MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance

Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- 5.25 POSSESSION DATE** shall mean the Purchaser having paid the entire Consideration and complied with all the other agreed terms and conditions as contained in the Registered Sale Agreement and after being fully satisfied about the right, title and interest of the Owner and right and interest of the Promoter with respect to the said Premises and various plans for the Project, the KMC CC, construction of G+VI building being MIRAYA, including the arrangement and rearrangement of its Common Portions, the Said Apartment(s)/Unit(s), and consenting to the same, the Owner/Developer have delivered and the Purchaser has taken vacant and peaceful possession of the subjected Apartment(s)/Unit(s) simultaneously on or before registration of this Deed of conveyance (hereafter the “**Possession Date**”). By taking possession of the Said Apartment(s)/Unit(s), the Purchaser declares that the Purchaser has no grievance of whatsoever nature or kind against the Owner/Promoter in respect of the Said Apartment(s)/Unit(s) included in the Said Premises.
- 5.26 PROJECT ARCHITECTS** shall mean **Mr. Mitul Siddhartha Shukla (Registration No.CA/2004/33251)** having her/his/its registered office at 4B, 4th floor, the Ektaa Hibiscus, 56, Christopher Rd, Kolkata-700046 or such other Architects as may be appointed by the Promoter from time to time for the Project ;
- 5.27 PROJECT ADVOCATES** shall mean **Fox & Mandal LLP, Advocates** of 206, AJC Bose Road, Kolkata-700017 or such other Advocates as may be appointed for the said Project at the said premises who shall be responsible for drafting this Agreement for Sale and also Deed of Conveyance and other legal documents in relation to the said Apartment/Unit;
- 5.28 PLAN** shall mean the plan sanctioned by the K.M.C vide Building Permit No. 2025030048 dated 06.08.2025, for construction of the Building/s at the said premises and shall include sanctionable modifications thereof and/or alterations thereto as may be suggested by the Project Architect and executed by the Promoter from time to time. It is clarified that in case additional

constructions are sanctioned by the concerned authorities, then the Promoter and Owner (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Purchaser hereby irrevocably consents. The Purchaser is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Purchaser in the Common Areas and Installations shall be and/or is likely to stand reduced for which the Purchaser shall not object in any manner whatsoever.

5.29 Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

5.30 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**.

6. SUBJECT MATTER OF SALE:

Sale on ownership basis of the said residential / commercial Apartment No.____ having carpet area of____ square feet, built up area of ____square feet and super built up area of ____ square feet, Type -`____' BHK- _____, on the _____ floor along with Parking Space No. ____ ("**Parking Space**") in the ____ (described in **Schedule-E**) hereto **together with** the undivided, indivisible Proportionate Share in the land and in the Residential / Commercial/ Limited Common areas, Amenities and Facilities of the Project, morefully mentioned **Schedule F** hereto as permissible under applicable law (hereinafter collectively referred to as the "**said Apartment**") situated at premises No. 236/1 (previously, 236 or 236A), Satin Sen Sarani (previously, Maniktala Main Road), Kolkata - 700 054, [**Zone: Canal East Road (Ward-14) - Rail Bridge (Ward-14)**] P.S. Narkeldanga, P.O. Kankurgachi, having Assessee No. 110291201751, under Ward No. 029 of the Kolkata Municipal Corporation, described in **Schedule-B** (the Said **Premises**).

7. The additional disclosures/details agreed between the parties are contained herein. At or before execution of this Deed of Conveyance, the Purchaser has been made expressly aware of and after considering what has been disclosed to the Purchaser, the Purchaser has acquainted himself/itself and has understood without any reservation, the following:

- (i) That the proposed Project shall comprise of two segments being the Residential Segment and the Commercial Segment in a G+VI storeyed residential building, wherein;-
 - a) the second to sixth floors shall consist of various self-contained and independent residential apartment(s);
 - b) In the First Floor, certain parts on the front side shall consist of Commercial Spaces having separate entry and exit. Only emergency exit of commercial area may be from residential side. Other part and portion shall consist of Amenities and facilities such as gymnasium, kids play area, multipurpose community hall along with such other areas, amenities and facilities which are earmarked for the exclusive use for the Unit Holders of Residential Apartments only ("**Residential Activity Centre**") to the exclusion of the Unit Holders of commercial area.
 - c) In Ground Floor, certain parts in the front side of the Project shall be used for the commercial areas and for the stair case leading to the Exclusive First Floor Commercial Area. It also needs to be mentioned that certain parts of the ground floor shall be used for Parking Spaces all being under Mechanical Car Parking system and certain parts shall be used for entry and exit exclusive to the residential segment. In case any of the Car Parking spaces are allotted to commercial Area Purchasers also, in such case those commercial area Purchasers shall also have right to enter the residential area to access their Cars from Car Parking spaces, save and except this the Purchasers of Commercial segment shall not have the right of use of the Residential Common Areas,

Amenities and Facilities in common with the Purchaser(s)
of the Residential Segment of the Project;

The Purchaser having understood the same, hereby accords his/her/ its/their consent to the said scheme of development and undertakes not to raise any claims and/or objections thereto at any time hereafter.

- (ii) That the Commercial Segment shall not be restricted or limited for the use or occupation of the Purchasers and/or occupiers of the Project only but shall also be open only for the purpose of ingress and egress of the customers/clients of such Commercial Segment. The Purchaser further agrees and hereby consents that the Purchaser shall not have any objection with the arrangement of ground floor's front portion of the Commercial Segment and/or the units therein being transferred and/or allotted by the Owner/Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, agents and the public at large, for such commercial purpose.
- (iii) That there shall not be any separate association for commercial segment and residential areas, Unit Holders/Purchasers of both residential and commercial Segments shall jointly be the members of the association to be formed for the maintenance of common areas, facilities and/or installation of the entire Project. However, Purchasers of Commercial Segment shall be concern about only in the maintenance of "Commercial Common Areas, Amenities and Facilities" and "Joint Common Areas, Amenities and Facilities" and not in other areas. Similarly, Purchasers of Residential Areas shall only be concern about the maintenance of "Residential Common Areas, Amenities and Facilities" and "Joint Common Areas, Amenities and Facilities" and not in other areas.
- (iv) That in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 the Promoter shall be entitled to provide and designate certain common areas and facilities in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Purchasers of certain limited apartments/units and to the exclusion of all other Purchasers in the Project (**"Limited Common Areas And**

Facilities”) as is particularly and specifically mentioned in **Part III** of **Schedule ‘C’** hereto. Save and except those specifically earmarked Purchaser, others agrees not to use the Limited Common Areas and Facilities and does not have any claim of any nature whatsoever with respect to such Limited Common Areas And Facilities. It is hereby expressly clarified that the Owner/Promoter holds absolute discretion in the demarcation of the Limited Common Areas and Facilities as well as in determining its usage and reserving access for specific individuals or groups, all at its sole discretion.

- (v) That save and except those expressed or intended by the Owner/Promoter to form part of the Project Common Areas, Amenities and Facilities as defined herein and in the Schedules hereunder written, no other part or portion of the said Project shall be claimed to be part of the Project Common Areas, Amenities and Facilities by the Purchaser either independently or in common with any other Purchaser.
- (vi) That the Project contains covered multi-level car parking space(s) as per sanctioned plan (**Car Parking Areas**), which are not forming part of the Joint Common Areas, Amenities and Facilities, and/or the Residential Common Areas, Amenities and Facilities and/or the Commercial Common Areas, Amenities and Facilities, as defined herein, and which can be used for parking of motor cars (Car Parking Spaces) and shall be treated as a part of **Limited Common Areas And Facilities**. For a regulated and disciplined use of these Car Parking Spaces, the Owner/Promoter has reserved rights to identify the use of parking spaces by the Purchasers in these Car Parking Spaces exclusively to the Purchasers who need the same and who have applied for the same and the Purchaser shall not raise any objection with regard thereto. The Purchaser is also acquainted that open or covered parking spaces, if any, will be a part of the Limited Common Areas and Facilities. The Purchaser herein is acquainted with and agrees that the Owner/Promoter shall be entitled to grant to certain intending Purchaser(s) such Car Parking Spaces as a part of the Limited Common Areas and Facilities to such Purchasers. The Purchaser herein records its irrevocable consent not to claim and or object to

such allotment being granted in favour of the other Purchasers in the Project.

- (vii) That the Purchaser has conducted his/her/ its/their own due diligence and has satisfied itself with regard to rights, title and interest of the Owner to the Project Land and the rights, interest and obligations of the Promoter with regard to the Project and has taken independent legal advice on the same and also on the scheme of development as aforesaid and has accepted the same and hereby agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
 - (viii) The Purchaser has also inspected the Plans presently sanctioned by the KMC and hereby agrees and covenants not to raise any objection with regard thereto.
8. The Project Land has been developed by the Promoter as an integrated real estate project named as "**MIRAYA**" (hereinafter referred to as the said "**Project**") comprising of a G+VI storeyed residential building wherein entire second to sixth floors shall consist of residential apartments being the residential segment alongwith such areas, amenities and facilities which are earmarked for the exclusive use of the Purchasers and/or occupiers of the Residential Segment, (herein referred to as the said "**Residential Segment**") and some parts or portions of the ground floor and as well as of the first floor shall consist of commercial spaces/units (herein referred to as the said "**Commercial Segment**") and facilities in the said Project, which are earmarked and meant for the use of Purchasers of both the said Residential Segment and the said Commercial Segment, are more particularly described in **Part III of the Schedule C** hereunder written (hereinafter referred to as the said "**Joint Common Areas, Amenities and Facilities**") as mentioned in the said Agreement for Sale.
9. **Construction and Completion:** The construction of the G+VI residential Building namely "**MIRAYA**" at the Said Premises has been completed and the Architect for the Project has given its certificate of completion dated _____ in respect of the said G+VI residential Building vide Completion Case No. _____ (hereafter referred to as the "**KMC Completion Certificate**").

NOW THIS CONVEYANCE WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

10. Transfer: The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions contained in the Said Agreement for Sale and this Deed.

10.1 The Purchaser having paid the Total Consideration as mentioned in **SCHEDULE-D**, the Owner/Promoter doth hereby sell, convey, grant and/or transfer to the Purchaser the following:

- a. The said Apartment described in **Part-I** of **SCHEDULE-E** (**said Apartment**).
- b. Right to entitlement of the allotted medium sized car(s) in the said Parking Space as described in **Part-II** of **Schedule-E** (**said Parking Space**).
- c. Proportionate benefit of the Building Plans, as far as the Said Apartment and the Common Areas are concerned.
- d. The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the Said Premises described in **Part - I** of the **SCHEDULE-A**, as is attributable to the Said Apartment/Unit.
- e. Right to use and enjoy the all the said Common Areas described in **Schedule-C** hereto in common subject to making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and the rights and entitlements of common use and enjoyment of the Apartment Owners and/or occupiers of the other portions of the Building in respect of the same.

11. General:

11.1 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the Said Apartment And Facilities by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and

obligations, statutory as well as contractual, save and except handing over of possession of the Said Apartment to the Purchaser(s) in terms of clause 10.1, and upon happening of which, any claim, under any law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

- 11.2 Terms of the Said Agreement to continue to be binding upon the Buyer:** The Purchaser(s) agrees that the sale of the Said Apartment And Facilities made hereby by the Owner/Promoter in favour of the Purchaser(s) is and shall always be coupled with the continuous compliance, performance, observance and fulfilment by the Purchaser(s) of all its obligations, terms and conditions contained in the Said Agreement, which terms and conditions are incorporated herein by this reference and a breach of the Said Agreement shall constitute and/or be deemed to constitute a breach hereof, and vice-versa. The Purchaser(s) agrees to abide by, observe, pay and perform all the said terms and conditions of the Said Agreement throughout its period of ownership of the Said Apartment And Facilities (save those which have been already paid or performed by the Purchaser(s) and which in terms of the Said Agreement are not anymore required to be paid and/or performed) without any breach or default.

12. Taxes and Outgoings:

Owner/Promoter to bear: The Owner/Promoter shall pay all outgoings including municipal rates, taxes, revenue, cess and other outgoings till the date of expiry of notice of possession issued by the Owner/Promoter to the Purchaser(s), and thereafter, i.e., from the date of expiry of such notice of possession (irrespective of whether the Purchaser(s) takes actual possession or not), the same shall be paid and borne by the Purchaser(s).

- 13. Purchaser's Covenants:** The Purchaser(s) covenants with the Owner/Promoter as follows:

- 13.1 Enforcement:** The Purchaser(s) shall be obliged to follow the Common Rules that may be framed by the Owner/Promoter, or the Association upon its formation, for the common advantage of all the Co-owners and any violation thereof shall entitle the Owner/Promoter or the Association, as the case may be, to claim damages and to restrict the Purchaser(s) from using or enjoying the Common Areas and/or any part or portion thereof.

- 13.2 Installations:** The Purchaser(s) shall not install any apparatuses including without limitation any antennas, dish or otherwise, anywhere outside the Said Apartment, including on its outer walls, without the prior written permission of the Owner/Promoter or the Association, as the case may be.
- 13.3 Permission for trenching to utility providers and resultant repairs:** Utility Providers including but not limited to electricity, telephone and cable TV service providers have already laid or may lay in future underground cables, pipes or the likes below the Common Areas. For laying these or for their repairs and maintenance, if any of the Utility Providers need to dig up or break open any part or portion of the Common Areas, the Buyers shall not object and/or hinder such work in any manner whatsoever but on the contrary render all necessary assistance for such work. After the work of the concerned Utility Provider is completed, the dug-up area shall be restored and brought back to its original by the Owner/Promoter and/or Association, upon its formation at its costs and expenses, which are deemed and included in the Common Expenses. The Buyers shall not question such work by the Owner/Promoter and/or Association, upon its formation, nor the quantum of the expenses incurred by it, but, if necessary, the Buyers agrees to share proportionate cost of any of such expenses so incurred by the Association Owner/Promoter and/or Association, upon its formation.
- 13.4 Provision for Broadband / DTH for the Said Complex:** The Owner/Promoter has decided that, to facilitate the Owner/Promoter with Broadband connection as well as DTH connection, it shall install or provide space for installation of (1) Local Broadband/DTH connection presently of Alliance Broadband Service Limited, being the reputed and leading local service provider, and shall also facilitate with a provision of (2) One Fiber optical cable of reputed brand for all the apartments of the Complex. The Buyers agrees and covenants with the Owner/Promoter that for the betterment of the entire Complex and for better elevation of the Building, the Buyers and/or its men and agents shall not install a single dish antenna for his/her/their own Apartment or on the ultimate roof of the Building.
- 13.5 Change of Interior Layout:** The Purchaser(s) covenants not to make any structural addition or alteration in the Said Apartment

without first obtaining due clearance/ permission of the KMC, and to commence the works of such addition and/or alteration only after due intimation to the Owner/Promoter or the Association, as the case may be.

- 13.6 **Purpose of Use:** The Purchaser(s) shall not use or allow the Said Apartment or any part or portion thereof or allow the same to be used for any office, club, meeting, conference hall, school, clinic, guest house, boarding/lodging house, catering place, restaurant or any other public purpose or any other non-residential purpose, but to use the same only for residential purposes.
- 13.7 **Car Park Restriction:** The Purchaser(s) shall not use or allow the Said Car Parking Space, if any allotted to the Purchaser(s), to be used for any other purpose but for parking of Purchaser's own car(s) or two-wheeler(s), and further not to sell or allow its use to any person not having an Apartment in the Said Project.
- 13.8 **Ensure Abidance:** The Purchaser(s) shall ensure that all its men, servants, agents and/or visitors strictly abide by these covenants of the Purchaser(s) as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Buyer, directly or indirectly, or in any way connected to the Buyer, shall be considered to be its agents and the Purchaser(s) shall be fully responsible and liable for all acts of omission or commission of all such persons as also its visitors.
- 13.9 **Signage of the Owner/Promoter :** The Purchaser(s) shall not in any manner whatsoever obstruct the Owner/Promoter and/or its agents from affixing its signage at the roof top of MIRAYA, the cost of installation and the running electrical cost for which shall be borne and paid by Owner/Promoter and/or its agents.
- 13.10 **Registration Cost for Common Areas:** For all purposes, the proportionate share of the land and the Common Areas hereby being transferred to the Purchaser(s) in favour of the Association, it will be deemed that the right, title and interest to these have been transferred to the Association. However, in the event the land shares and the shares in the Common Areas are required to be separately transferred to the Association by operation of any statute, the Purchaser(s) shall be bound to pay the proportionate cost of stamp duty, registration fees and incidental cost for such transfer and registration, which proportion shall be the ratio which

the built-up area of the Said Apartment bears to the total built-up area of the all the Apartments in the Said Complex.

- 13.11 Insurance Cost:** In the event any part or portion of the Said Complex is to be insured, the cost of premium and other expenses for such insurance shall be included in the Common Expenses.
- 13.12 No other Right:** The Purchaser(s) accepts that the Purchaser(s) has no right of any nature whatsoever in the balance portion of the Said Premises or the Said Project (save the said Apartment And Facilities) and the Purchaser(s) also covenants that the Purchaser(s) shall not at any time claim any such right including partition or division of any part of the Common Areas. Notwithstanding what has been stated anywhere in this Conveyance, the Parties agree that the right title and interest of the Purchaser(s) is confined only to the Said Flat, and nothing more and nothing less, along with the right to use Common Areas of the Said Complex where the Said Apartment is situated in common with the Co-Owners.
- 13.13 Indemnification:** Indemnification of the Purchaser(s) is subject to the Purchaser(s) faithfully and punctually observing and performing all Covenants, stipulations and obligations required to be performed by it hereunder. The Purchaser(s) agrees to keep indemnified the Owner/Promoter and/or its successors-in-interest of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner/Promoter and/or its successors-in-interest by reason of any default or breach of the terms and conditions herein contained and/or any wrongful action of the Purchaser(s).
- 13.14** Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Promoter and the Promoter shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.
- 14. INTERIM MAINTENANCE PERIOD:**
- 14.1** During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Project Common Areas, Amenities and Facilities. On formation of the Association, it shall be responsible

for operating, managing and maintaining each of the said Common Areas, Amenities and Facilities of the Project. The Promoter shall also be entitled to a management fee calculated at 15% of the total maintenance charges.

14.2 The maintenance and management of Project Common Areas, Amenities and Facilities by the facility management company will primarily include but not be limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.

14.3 The Rules/ Bye Laws to regulate the use and maintenance of the Unit Common Areas and the Project Common Areas, Amenities and Facilities shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Purchaser shall be bound to follow the same.

14.4 After the Unit Common Areas are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

15. Formation of Association:

- i) The Promoter shall cause to form an Association of all the Purchasers and all the Project Common Areas shall be handed over to such Association. Such Association may have two sub-committees, one for the Residential Segment and the other for the Commercial Segment, for ease of maintenance and addressing issues faced by the Purchasers of each segment separately. There shall be no separate Association for the maintenance of Common areas of Residential Area or Commercial Areas and the Purchaser by execution of this agreement agrees to the same. It shall be incumbent upon the Purchaser to join the Association as a member and for this purpose also from time-to-time to sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, and (ii) transfer

of the Project Common Areas, Amenities and Facilities, and the respective Unit Common Areas. The Purchaser hereby authorizes the Owner/Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchaser agrees to comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- ii) Each apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such apartment and irrespective of the size of Apartment. However, if the Purchaser owns more than one Apartment in the Project then they shall have more than one share and so on. Further, in the event an apartment is owned by more than one person, then the Purchasers of such apartment may nominate the name of one amongst them for becoming a member of the Association. Further, if any Purchaser or group of Purchasers own more than one apartment, including both residential and/or commercial units, then such Purchaser shall be given one membership for each apartment in the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Purchaser. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.
- iii) The Owner/Promoter shall hand over the Project Common Areas, Amenities and Facilities in the manner aforesaid upon formation of the Association. The Owner/Promoter shall hand over the Project Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under applicable laws (hereinafter referred to as the **"Handover Date"**). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Owner/Promoter and the Association shall be responsible for making necessary application and then to obtain all such licenses/permissions on their first renewal after handover to the Association and maintain proper safety and

maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Owner/Promoter, and the Owner/Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Purchaser and the Association shall keep the Owner/Promoter fully saved, harmless and indemnified in respect thereof.

- iv) The Purchaser acknowledges that it/he/she/they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the building (**House Rules**) and/or the Project by the Owner/Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or other occupiers of the building and/or the Project.
- v) The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project for which the Owner/Promoter shall not be held liable.
- vi) Without prejudice to the rights available under the said Agreement for sale or in this indenture, in the event that any amount payable to the Owner/Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Owner/Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts in terms of the said Agreement for Sale or this indenture.

SCHEDULE-A

PART-I

(SAID LAND/PREMISES)

ALL THAT piece and parcel of land containing an area of **10 Cottahs 3 Chittacks and 23 Square Feet**, more or less, situated and lying at and being premises No. 236/1 (previously, 236 or 236A), Satin Sen Sarani (previously, Maniktala Main Road), Kolkata – 700 054, [**Zone: Canal East Road (Ward-**

14) – Rail Bridge (Ward-14)] P.S. Narkeldanga, P.O. Kankurgachi, having Assessee No. 110291201751, under Ward No. 029 of the Kolkata Municipal Corporation, and butted and bounded in the manner as follows i.e., to say:-

ON THE NORTH : By 4 Ft Wide Common Passage ;

ON THE SOUTH : By Premises No.1, Narkeldanga North Road;

ON THE EAST : By 25 Ft Wide Narkeldanga North Road; and

ON THE WEST : Partly by Structure and Partly by 10 Ft Wide
common passage.

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

PART II

(DEVOLUTION OF TITLE)

- A. **Purchase of 236, Satin Sen Sarani:** That one Girish Chandra Das, in the Year 1952, purchased various lands with structures totaling area of **10 Cottah 3 Chittak and 23 Sq Ft** more or less, being the Land, by virtue of four separate Indentures, i.e., by Deed No.530 for the year 1952 land area about 5.5 Cottahs, by Deed No. 531 for the year 1952 land area about 1 Cottah and 6 Chittak, by Deed No.652 for the year 1952 land area about 1 Cottah 11.5 Chittak, and by Deed No.653 for the Year 1952 land area about 1 Cottah and 10 Chittak, therefore total Land area owned and/or possessed by the said Girish Chandra Das was **10 Cottah 3 Chittak and 23 Sq Ft** more or less.
- B. **Said Land part of a larger plot:** That the Land was divided, demarcated and carved out of a larger plot of land measuring about 38 Cottahs 4 Chittacks and 30 Sq. Ft., more or less, being premises No. 236, Satin Sen Sarani (previously known as Maniktala Main Road), Kolkata – 700 054.
- C. **Death of Girish Chandra Das:** That the said Girish Chandra Das, who was, during his life and at the time of his death, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 8th December, 1983 leaving behind him surviving the following persons as his only legal heirs, who all upon his death inherited and became entitled to the Said

Land, each becoming owner of undivided 1/5th share or part in the Said Land, in the following manner:

Sl. No.	Name	Relationship	Undivided Share	Undivided Share (in Land area)	Undivided Share (in structure)
1.	Ganga Dasi Das	Wife	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
2.	Renu Dey, <i>alias</i> , Ranu Dey	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
3.	Mina Saha	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
4.	Moni Sil <i>alias</i> Moni Shil <i>Alias</i> Manu Shil	Daughter	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
5.	Gouri Sankar Das	Son	1/5 th	2 Cottahs 32 Sq. Ft.	2417 Sq. Ft.
Total			100%	10 Cottahs 3 Chittak 23 Sq. Ft.	12085 Sq. Ft.

- D. Death of Ganga Dasi Das:** That the said Ganga Dasi Das, who was, during her life and at the time of her death, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 9th November, 2000 leaving behind her surviving the following persons as her only legal heirs, who all upon her death inherited and became entitled to her undivided 1/5th share in the Said Land, thus, each becoming owner of undivided 1/4th share or part in the Said Land, in the following manner:

Sl. No.	Name	Relationship	Undivided Share	Undivided Share (in Land area)	Undivided Share (in structure)
1.	Renu Dey, <i>alias</i> , Ranu Dey	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
2.	Mina Saha	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
3.	Moni Sil Alias Moni Shil Alias Manu Shil	Daughter	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3021 Sq. Ft.
4.	Gouri Sankar Das	Son	1/4 th	2 Cottahs 8 Chittacks 40 Sq. Ft.	3022 Sq. Ft.
Total			100%	10 Cottahs 3 Chittak 23 Sq. Ft.	12085 Sq. Ft.

- E. **Death of Manu Shil:** That the said Manu Shil (wife of Manindra Chandra Shil who died intestate on 12th December, 1989) daughter of said Girish Chandra Das and Ganga Dasi Das, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 28th August, 2016 leaving behind her surviving daughter as her only legal heir:

Sl. No.	Name	Relationship
1.	Mahua Saha	Daughter

- F. **Death of Mina Saha:** That the said Mina Saha (wife of Mahabir Saha who died intestate on 26th January, 2002) daughter of said Girish Chandra Das and Ganga Dasi Das, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 21st June, 2020 leaving behind her surviving the following persons as her only legal heirs:

Sl. No.	Name	Relationship
1.	Dilip Kumar Saha	Son
2.	Protima Saha	Daughter

G. Development Agreement between the Owner and the Promoter in respect of the Land:

- i. By a Development Agreement dated 12th December, 2022 made between the Owner herein and the Promoter herein and registered with the Additional Registrar of Assurances – IV, Kolkata, in Book No. I, Volume No. 1904-2022, Pages 1164186 to 1164256, Being No. 190420155 for the year 2022, the said Owner appointed the said Promoter as the sole developer of the said Project Land to develop the same by demolishing the existing building/structure thereon and constructing a Project (defined below) thereat on area sharing basis (parties mutually agreed to change from revenue sharing basis to area sharing basis) on the terms and conditions mentioned in the aforementioned Development Agreement and agreed that the Developer will have exclusive right, power and authority to develop the Project, hand over the built-up spaces, the car parking spaces and the other areas or spaces comprising the Owner's Allocation to the Owner, and sell and transfer the built-up spaces, the car parking spaces and the other areas or spaces comprising the Developer's Allocation to the intending buyers and to realize and recover the sale proceeds thereof to its own account in accordance with the terms and conditions of this Agreement.
- ii. Thereafter, the Owner by a Power of Attorney dated 21st December, 2022 and registered with the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904 – 2022, Pages 1179049 to 1179071, Being No. 190420499 for the year 2022 appointed the said Promoter herein as a Constituted Attorney for the purpose of development on the Land.
- iii. Thereafter, the Owner executed a Specific Power of Attorney dated 21st December, 2022 in favour of Mr. Dipak Yaduka and Mr. Avinash Kumar Yaduka solely for the purpose of obtaining sanction of building plans in respect of the said Project Land and to do and carry out all works related thereto, including construction of the new building thereon, and such Power of Attorney was registered with

the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904 - 2022, Pages 1186766 to 1186782, Being No. 190420649 for the year 2022.

- H. While entering into the aforementioned Development Agreement, the understanding between the legal heirs was that the Owner herein shall cause his sister, i.e., Renu Dey (alias Ranu Dey) and the legal heirs of the other two deceased sisters being Mina Saha and Manu Shil, to enter into a similar Development Agreement with the Developer but on a later date when all shall be available to execute the same. However, thereafter, the Owner has himself acquired such undivided share, right, title and interest of all his sisters in the said Land by various Deeds of Gift, as mentioned below, and has since become the sole and absolute owner of the said Land:-
- i. **Gift by Renu Dey, alias Ranu Dey:** By a Deed of Gift dated 27th January, 2023 made between Renu Dey, alias, Ranu Dey, therein referred to as the Donor of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 117435 to 117460, being No. 190401779 for the year 2023, the Donor therein, out of her natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as described in the **Schedule-A** above, equivalent to land measuring **2 Cottahs 8 Chittak 40 Sq Ft.**, more or less, **together with more than 60 years old Residential** structures having **Cemented Floors** measuring **3021 Sq. Ft.**, more or less, Together With all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.
 - ii. **Gift by Legal Heirs of Manu Shil:** By a Deed of Gift dated 6th May, 2023 made between Mahua Saha, therein referred to as the Donor of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 353605 to 353631, being No. 190407167 for the year 2023, the Donor therein, out of her natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as described

in the **Schedule-A** above, equivalent to land measuring **2 Cottahs 8 Chittak 40 Sq Ft.**, more or less, **together with more than 60 years old Residential** structures having **Cemented Floors** measuring **3021 Sq. Ft.**, [**Ground Floor 1000 Sq. ft. and First Floor 2021 Sq. Ft.**], more or less, duly occupied by tenants Together With all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.

- iii. **Gift by Legal Heirs of Mina Saha:** By a Deed of Gift dated 23rd May, 2023 made between Dilip Kumar Saha and Protima Saha, therein referred to as the Donors of the One Part, and Gouri Sankar Das, being the Owner herein, therein referred to as the Donee of the Other Part, and registered with the ARA-IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 367524 to 367552, being No. 190407396 for the year 2023, the Donor therein, out of their natural love and affection, gifted, conveyed and transferred, unto and to the Donee therein, **ALL THAT** undivided 1/4th share or part in the said **Land**, as described in the **Schedule-A** above, equivalent to land measuring **2 Cottahs 8 Chittak 40 Sq Ft.**, more or less, **together with more than 60 years old Residential** structures having **Cemented Floors** measuring **3021 Sq. Ft.**, [**Ground Floor 1000 Sq. ft. and First Floor 2021 Sq. Ft.**], more or less, duly occupied by tenants Together With all the liberties, privileges easements and advantages appurtenant thereto And all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor therein in the said Land, absolutely and forever.

- I. **Gouri Sankar Das sole owner of the Land:** By virtue of inheritance and by way of various gifts as above, Gouri Shankar Das, became entitled to the Land as the sole and absolute owner thereof free from all encumbrances and/or alienation whatsoever.

J. Renegotiation leading to Amended and Restated Development Agreement between the Owner and the Promoter:-

- i. The Parties herein have, since, renegotiated the area sharing ratio mentioned in the aforementioned Development Agreement dated 12th December, 2022, and agreed to record the revised understanding arrived at between the Owner and the Developer in the manner, as hereinafter contained and entered into an Amended and Restated Development

- Agreement registered dated 30th November, 2023 made between the Owner herein and the Promoter herein and registered with the Additional Registrar of Assurances – IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages 985964 to 986041, Being No. 190417700 for the year 2023, **(hereinafter referred to as the “Development Agreement”)** as mentioned in definition (xvii) under **Annexure A** and henceforth agreed and considered that it shall be the final Development Agreement between the Parties with regard to development of the said Premises.
- ii. Pursuant to this the Owner executed another Registered Power of Attorney dated 24th January, 2024 in favour of the said Promoter for the purpose of development on the Land and registered the same with the Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 – 2024, Pages 89038 to 89060, Being No. 190401076 for the year 2024 **(hereinafter referred to as the “Power of Attorney”)** hereinafter appointing the said Promoter herein as a Constituted Attorney in terms with the Amended and Restated Development Agreement wherein the renegotiated terms and conditions were agreed between the Promoter and the Owner.
 - iii. Thereafter, the Owner executed a Registered Specific Power of Attorney dated 24th January, 2024 in favour of the Mr. Dipak Yaduka and Mr. Avinash Kumar Yaduka solely for the purpose of obtaining sanction of the said Project Land and all works related to it and registered the same with the Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 – 2024, Pages 90158 to 90175, Being No. 190401080 for the year 2024 in terms with the Amended and Restated Development Agreement wherein the renegotiated terms and conditions were agreed between the Promoter and the Owner.
 - iv. Thereafter, due to certain incongruous clauses present in the Power of Attorney dated 24th January, 2024 hereby causing difficulties in the process of obtaining Sanction Plan from the Kolkata Municipal Corporation for the said Project. A new power of attorney was required to be executed and registered between the said Owner and the said Promoter.
 - v. Thereafter, the Owner revoked the said Power of Attorney dated 24th January, 2024 executed in favour of the said Promoter by executing and registering a Revocation of Power of Attorney dated 19th July, 2025

registered with the Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 - 2024, Pages 6789 to 6810, Being No. 190400257 for the year 2025.

- vi. Pursuant to this, the Owner herein Executed and Registered a Power of Attorney dated 19th July, 2025 in favour of the said Promoter for the purpose of development on the Land and registered with the Additional Registrar of Assurances-IV, Kolkata, vide Book No. I, Volume No. 1904 - 2024, Pages 6811 to 6832 , Being No. 190400258 for the year 2025 (**hereinafter referred to as the "Power of Attorney"**) hereinafter appointing the said Promoter herein as a Constituted Attorney in terms with the said Amended and Restated Development Agreement wherein the renegotiated terms and conditions were agreed between the Promoter and the Owner.

SCHEDULE B

(SPECIFICATIONS OF THE APARTMENT)

Specifications of the Proposed building "Miraya"	
1. Structure	- RCC pile & foundation - RCC frame structure with design considering seismic Zone III
2. Walls	Good quality brick as finalized by Project Architect.
3. Windows	Sliding Window with safety Grill as per Architect's design.
4. Doors	Main Door: Laminated Flush Door matching with lobby design with quality lock fitting.
5. Flooring	Good Quality Vitrified tiles.
6. Toilets	Floor Tiles: Ceramic / Vitrified Tiles Wall Tiles: Ceramic/ Vitrified Tiles Up to lintel / Door height Fittings & Fixtures: Low flow CP Fixtures & Sanitary fittings of Reputed Brand.
7. Electrical	Concealed wiring using flame retardant wires with Modular fittings of reputed brand.
8. Lobby at all floors	Well decorated lobbies using Vitrified Tiles with emulsion paint finish as designed by Project Interior/ Architect.

9. Stair Case and stair case walls	Well decorated Marble / Tiles with emulsion paint finish wall and decorative railing as designed by Project Interior / Architect.
10. Water Supply	Primarily KMC water supply and existing Borewell water supply as a back-up for any water shortage.
11. Lift / Elevator	1 High speed Branded Elevator serving all floors upto Rooftop.
12. Elevation	Weather Coat Paint and use of other materials as per the elevation design finalized by the Project architect.
13. Fire, Safety & Security :-	24 hours manned security at Gate. - CCTV Surveillance in Common Areas. - State of Art Firefighting system as recommended by Fire Department
14. Facilities & Amenities:-	- Community hall with Pantry - Indoor game - Gymnasium - Adda Zone - Pickleball 2KW Solar energy for common area - DG Backup Roof top Amenities

(Specification of the Mechanical Parking System)

Independent Mechanical Parking System: It is a system where Cars can be parked inside the Mechanical System independently without depending on any other Cars for its ingress and egress. It's a three level independent mechanical Car parking system wherein at the space of 2 Cars – 5 Cars can be parked. In such parking system the three levels are Pit/Underground/Lower Level, Ground Level and Upper Level. Ground level is the middle level wherein one space (usually left most) is always empty for arranging the cars which makes it independent. Here, the system is proposed to be installed with following specification.

- Max height between Pallets: 2000 mm (Max Car height allowed will be 1800mm).
- Max width of the Platform: 2200 mm to 2300 mm.
- Installation length of the Platform : Pit clear length 5500 mm and wherein Max car length upto 4900mm can be parked.
- Load carrying capacity of the platform is max. 2000 kg.

Dependent Mechanical Parking System: It is a system where Cars can be parked inside the Mechanical System and is dependent on other Cars for its ingress and egress. It's a Two level Mechanical Car parking system wherein at the space of 1 Car – 2 Cars can be parked. In such parking system the Two levels are Ground and upper Level. It's also a Three Level Mechanical Car parking system wherein at the space of 1 Car – 3 Cars can be parked. In such parking system the three levels are Pit/Underground/Lower Level, Ground Level and upper one level. Ground level is the middle level. Here, the system is proposed to be installed with following specification.

- Max height between Pallets: 2000 mm (Max Car height allowed will be 1800mm).
- Max width of the Platform: 2200 mm to 2300 mm.
- Installation length of the Platform : Max car length upto 4900mm can be parked.
- Load carrying capacity of the platform is max. 2000 kg.

SCHEDULE - C

COMMON AREAS, AMENITIES & FACILITIES

PART I

(RESIDENTIAL COMMON AREAS, AMENITIES & FACILITIES)

1. Gymnasium.
2. Indoor Games Room.
3. Banquet Hall.
4. Pickle Ball at Rooftop.

5. Rooftop Gardening.
6. Community hall with Pantry
7. Indoor game
8. Adda Zone
9. Roof top Amenities

PART II

(COMMERCIAL COMMON AREAS, AMENITIES & FACILITIES)

(Client to provide)

1. Separate lobby for commercial.
2. Dedicated Stairs Upto 1st Floor
3. Dedicated Toilet At Ground Floor
4. Dedicated Commercial Drop-Off Zone

PART III

(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

1. Security & Gate Ghoomty
2. Sewage Treatment Plant
3. Under Ground Reservoir
4. Pump Room
5. Meter Space
6. Transformer
7. DG back up
8. Fire Security System
9. Car parking - MLCP
10. BMS Room
11. 2KW Solar energy for common area.

The details layout plan earmarking **RESIDENTIAL COMMON AREAS, AMENITIES & FACILITIES** is delineated in **Blue** colour, **COMMERCIAL COMMON AREAS, AMENITIES & FACILITIES** is delineated in **Pink** colour and **PROJECT COMMON AREAS, AMENITIES & FACILITIES** is

delineated in Green colour annexed herein and marked with the Plan-A hereto.

SCHEDULE-D

[Total Consideration]

Sr. No.	Details of consideration	Amount (Rs.)
1	Consideration for the transfer of the said Apartment/Unit as defined in this Deed.	
2	Consideration for the transfer of the said Parking as defined in this deed	
	GST details	
Total		

Rupees _____ Only

SCHEDULE-E

Part-I

"Said Apartment/Unit"

All That the residential / commercial Apartment No. _____ having carpet area of _____ square feet, built up area of _____ square feet and super built up area of _____ square feet, Type - `\_\_\_\_` BHK- _____, on the _____ floor more or less of the Building named "MIRAYA" at the said premises described in the **First Schedule** hereinabove written and shown in the **Plan-B** annexed hereto, duly bordered thereon in "**Red**".

PART-II

"Said Car Parking Space"

With the entitlement to park _____ motor car/s in the closed space a covered car parking space bearing No: _____ Under Mechanical Car Parking System (independent / Dependent) in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Liability Commencement Date.

The layout of the said Car Parking Space is delineated in **Red** colour on the **Plan-C** annexed hereto.

Execution and Delivery:

In Witness Whereof the parties have executed these presents on the day, month and year first above written.

Executed and Delivered by the
Owner at Kolkata in the presence of :

1.

2.

Executed and Delivered by the
Promoter at Kolkata in the presence
of :

1.

2.

Executed and Delivered by
the **Purchaser** at Kolkata in the
presence of :

1.

2.

Prepared by:

Fox n Mandal,
Advocates,
7th Floor, 206, Acharya Jagdish
Chandra Bose Road, Kolkata-700017.

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Buyer, the within mentioned sum of **Rs. _____/- (Rupees _____ only)** as consideration in full and final payment towards sale of the Said Apartment And Facilities to the Promoter/Owner, being the amount mentioned in clause 7.1 above, as per the Memo below:

Sl. No	Date	Cheque No / EFT	Bank	Total amount (Rs.)
Received				
ADD: TDS (Received As per 26AS)				
Total Received				

Rupees _____ only

(OWNER)

(PROMOTER)

WITNESSES:

1.

2.

Dated This ____ day of _____,
20____

BETWEEN

GOURI SANKAR DAS

... OWNER

AND

SHREE KRISHNA ENTERPRISE

... PROMOTER

AND

... PURCHASER

DEED OF CONVEYANCE

**FOX & MANDAL LLP,
Advocates
206, AJC Bose Road,
Kolkata - 700 017**