

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the _____ day of _____ **TWO THOUSAND AND TWENTY _____**

BETWEEN

ARJUNDAS BUILDCON PRIVATE LIMITED (CIN U45200BR1994PTC005850 and Income Tax PAN AADCA7745E), a company within the meaning of the Companies Act 2013 having its registered office at 167, Block G, PO & PS – New Alipore, Kolkata – 700 053 represented by its director/authorised representative **Mr. MAHESH KUMAR MALKANI (Income Tax PAN AHFPM4822Q, Aadhaar No. 693400416416 and Mobile No. 9903397678)**, son of Late Arjun Das Malkani, residing at 167, Raj Mandir, Block – ‘G’, PO & PS - New Alipore, Kolkata – 700 053, hereinafter referred to as the “**VENDOR**” (which term or expression shall, unless excluded by and/or repugnant to the subject or context, be deemed to mean and include its successor(s) in interest/ office and assigns) of the **FIRST PART**;

AND

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ARJUN DAS BUILDCON PVT. LTD.

Arjun Das Malkani

Director

_____, hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successor and/or successors in interest and assigns) of the **SECOND PART**.

The 'Vendor' and the 'Purchaser' shall hereinafter collectively be referred to as the "parties" and individually as a "party".

WHEREAS:

- A. The Vendor herein purchased and acquired **ALL THAT** the Municipal Premises No. 165, Lenin Sarani (formerly premises Nos. 163, 164, 165 and 165/1 Lenin Sarani), Kolkata – 700 013 containing a land area of 10(ten) cottah 7(seven) chittacks 23(twenty three) sq. ft. (hereinafter referred to as the said **ENTIRE PROPERTY**) by and under the following 2(two) Indentures of Conveyance both dated 8th September 2006 and both registered with the office of the office of the Additional Registrar of Assurances – I, Kolkata:-

| <u>Sl. No.</u> | <u>Sellers</u> | <u>Land Details</u> | <u>Registration Details</u> |
|----------------|---|---|--|
| 1. | VENDOR: 1. Kanak Lata Paul 2. Pradip Kumar Paul 3. Swapan Kumar Paul 4. Tapan Kumar Paul DEVELOPER: 1. S. M. Tajuddin 2. Md. Samiullah | Land area of 5 cottah 3 chittacks 26 sq. ft. together with the building/structure lying thereat being part of the premises Nos. 163, 164, 165 and 165/1 Lenin Sarani, Kolkata – 700 013 | Book No. I, Volume No. 1, Pages from 1 to 18, being No. 11906 for the year 2006. |
| 2. | VENDOR: Dr. Bholanath Paul | Land area of 5 cottah 3 chittacks 42 sq. ft. together with the building/structure lying thereat being part of the premises Nos. 163, 164, 165 and 165/1 Lenin Sarani, Kolkata – 700 013 | Book No. I, Volume No. 1, Pages from 1 to 12, being No. 11908 for the year 2006. |

- B. The properties purchased by the Vendor pursuant to the aforesaid 2(two) Indentures of Conveyance was subsequently amalgamated by the Kolkata Municipal Corporation and assessed as the Municipal Premises No. the Municipal Premises No. 165, Lenin Sarani, Kolkata – 700 013.
- C. By and under a Deed of Gift dated 3rd December 2022 registered with the office of the Add and recorded in Book No. I, Page Nos. 1156387 to 1156406, being No. 190419943/2022, the Vendor herein gifted a

demarcated strip of land/passageway adjacent to the aforesaid land which is admeasuring about 0.14 cottah (approx.) to Jamey Masjid (Wakf Estate) holding the land at the property adjacent to the said Entire Property, at the premises No. 162, Lenin Sarani, Kolkata – 700 013 whereupon a mosque is lying and situated.

- D. The Vendor remained entitled to remaining land area the Entire Property.
- E. The Kolkata Municipal Corporation has sanctioned the Building Plan No. 2015060055 dated 06-02-2016.
- F. The aforesaid Building Plan No. 2015060055 dated 06-02-2016 was subsequently revalidated by the Kolkata Municipal Corporation on 09-02-2021 and was revised under Rule 26(2a) & (2b) on 09-09-2024 by conversion of the nature of use of the proposed building from 'Hotel' to 'Commercial' by taking into account the gift made by the Vendor herein to the aforesaid Jamey Masjid (Wakf Estate) by the above mentioned Deed of Gift dated 3rd December 2022.
- G. The Vendor developed the physical land area of 648.261 sq./ meters i.e. 9(nine) cottah 11(eleven) chittacks 10(ten) sq. ft. comprised in the Municipal Premises No. the Municipal Premises No. 165, Lenin Sarani, Kolkata – 700 013 (hereinafter referred to as the said **PREMISES** and morefully mentioned in the **FIRST SCHEDULE** hereunder written) upon which the new building has been constructed, hereinafter referred to as the said **Project**.
- H. The construction of the New Building at the said Premises was accordingly completed by the Vendor and the Vendor has obtained the Completion Certificate bearing No. _____ dated _____ issued by the Kolkata Municipal Corporation to the effect of completion of a basement + ground + _____ storeyed New Building at the said Premises (hereinafter referred to as the "said **NEW BUILDING**").
- I. By and under an Agreement dated _____ (hereinafter referred to as the said **SALE AGREEMENT**), the Purchaser has agreed to purchase and acquire **ALL THAT** Unit No. _____ measuring a carpet area of _____ sq. ft. (built-up area of _____ sq. ft. and corresponding chargeable area of _____ sq. ft.) on the _____ floor in the New Building at the said Premises **TOGETHER WITH** the rights over _____ Covered/Basement/Mechanical/Multi-level Car Parking Space (dependent/independent) on the _____ level of the Building/ Project (morefully mentioned and described in the **SECOND SCHEDULE** hereunder written) subject to the terms and conditions mentioned and recorded therein, at and for the therein mentioned consideration payable by the Purchaser to the Vendor.
- J. The Vendor has agreed to complete the sale and transfer the said **UNIT** under the terms and conditions hereinafter appearing.
- K. At or before the execution of this Indenture, the Purchaser as per the representation made by the Vendors, has satisfied itself and represented the following:
 - i. The Purchaser has caused due diligence and has satisfied itself with regard to the right, title and entitlement of the Vendor in respect of the Unit and the said Premises.

- ii. The Vendor represents and accordingly Purchaser has satisfied itself that the said Unit and the properties appurtenant thereto are free from all encumbrances and about the entitlement of the Vendor to transfer or otherwise deal with various units/constructed spaces therein.
- iii. The Purchaser has duly inspected and satisfied itself with regard to the plan sanctioned by the Kolkata Municipal Corporation and all subsequent modifications/ additions/ variations/ alterations thereto.
- iv. The Purchaser has inspected and duly satisfied itself with regard to the areas, measurements, specifications, finishing, fixtures etc. of the said Unit.
- v. The Purchaser has duly satisfied itself with regard to the quality of construction, workmanship, specifications and structural stability of the New Building at the said Premises and the Common Areas and Installations and also various facilities and/or amenities comprised in the New Building and/or installed at any portion of the said Premises.
- vi. The Purchaser doth hereby confirm that the Purchaser has no right or claim whatsoever in respect of the ultimate roof of the New Building or any part thereof.
- vii. The Purchaser is fully satisfied about the terms of sale, use and various covenants contained in the said Sale Agreement as well as this Indenture.
- viii. The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the said Unit and that the Purchaser will not have any right whatsoever over and in respect of the other parts and portions of the New Building at the said Premises.

And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH as follows:

I. **THAT** in pursuance of the said Sale Agreement and in consideration of a sum of **Rs. _____** of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution hereof, the Vendor doth hereby sell transfer convey and/or assign **ALL THAT** Unit No. _____ measuring a carpet area of _____ sq. ft. (built-up area of _____ sq. ft. and corresponding chargeable area of _____ sq. ft.) on the _____ floor in the New Building at the said Premises **TOGETHER WITH** the rights over _____ Covered/Mechanical/Multi-level Car Parking Space on the _____ level of the Building/ Project, hereinafter collectively referred to as the said **UNIT** and more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the same absolutely and forever, hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever subject to the terms and conditions of the said Sale Agreement and also the terms and conditions hereinafter appearing.

II. AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (a) The Vendor has good right full power and absolute authority to grant convey transfer sell and assign the said Unit hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser in the manner as aforesaid;

- (b) The said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all encumbrances made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for them, as mentioned in the said Sale Agreement.
- (c) The Purchaser shall and may at all times hereafter be entitled to peaceably and quietly hold, enjoy and deal with the said Unit and to hold and/or recover the actual khas possession of the said Unit and also to receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

III. AND THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows:

- (a) The Purchaser and all other person(s) deriving title from and under the Purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of the Common Areas and Installations as set forth in the **THIRD SCHEDULE** hereunder written and duly observe the various restrictions as set forth in the **FIFTH SCHEDULE** hereunder written.
- (b) The Purchaser shall bear and pay all cost and impositions for stamp duty, registration charges and other applicable levies and impositions for and in respect of the transfer of the said Unit under these presents.
- (c) The Purchaser shall be liable to pay the Common Expenses attributable to the said Unit as set forth in the **FOURTH SCHEDULE** hereunder written and demanded by the Vendor/ Association/ Association/Holding Organization/ Facility Manager. The rate of the Common Expenses shall be revised from time to time by the Vendor/ Association/ Facility Manager.
- (d) The Purchaser doth hereby acknowledge that the possession of the said Unit has been delivered by the Vendor to the Purchaser on or before the execution of these presents. It is expressly agreed that the Purchaser shall be liable to pay maintenance charges and municipal taxes and outgoings for the said Unit for the period from the date of execution of these presents and any liability on such accounts for the period prior thereto shall be borne by the Vendor.

IV. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- (a) The undivided proportionate impartible variable share in land attributable to the said Unit shall always remain impartible.
- (b) The right of the Purchaser shall remain restricted to the said Unit only.
- (c) The New Building shall always and forever be known by the name of "**RAJ CHANDNI ARCADE**" or by such other name as may be determined by the Vendor and the Purchaser shall not change the name of the New Building without the express written consent of the Vendor.

- (d) The Purchaser hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas and Installations as well as regular and timely payment of the Common Expenses are must and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Project including the New Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Premises including the New Building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Vendor/Association/ Association/Holding Organization/Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power and power back-up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with the interest and the Purchaser hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses. The major repairs and painting of outside with common areas share will be paid separately when need to repair.
- (e) The terms and also the covenants, obligations and restrictions agreed between the parties herein under the said Sale Agreement shall remain binding upon the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

ALL THAT the land area of 648.261 sq./ meters i.e. 9(nine) cottah 11(eleven) chittacks 10(ten) sq. ft., a little more or less, comprised in the Municipal Premises No. the Municipal Premises No. 165, Lenin Sarani, (zone – Esplanade – Mirza Galib Street), Kolkata – 700 013, Ward No.47, butted and bounded by as follows:-

On the North: By 1, Temple Street;

On the East : By gifted strip of land and thereafter Jamey Masjid i.e. 162 Lenin Sarani
(formerly Dharmatalla Street);

On the South: By Lenin Sarani (formerly Dharmatalla Street);

On the West: By 162/1 Lenin Sarani (formerly Dharmatalla Street).

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

THE SECOND SCHEDULE ABOVE REFERRED TO
(UNIT)

ALL THAT the _____ Unit No. _____ having carpet area of _____ sq. ft. (built-up area of _____ sq. ft. and corresponding chargeable area of _____ sq. ft.) be the same a little more or less on the _____ floor of the building, together with the right to use _____ nos. Covered/Basement/Mechanical/Multi-level Car Parking Space (dependent/independent) on the _____ level of the Building/ Project together+r with the right to use the common areas/common parts and facilities in common with other allottees.

The said Unit is demarcated in the Plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS AND INSTALLATIONS)

- a) Lobbies, staircases, staircase landings, landings, corridors, paths, driveways, entrance, exits, entrance of the building;
- b) Stair head room, electric meter room, pump room;
- c) Lift chute and lift well;
- d) Common toilets;
- e) Boundary walls;
- f) Fire refuge / control areas;
- g) The beams, foundations, supports, columns, main walls, boundary walls of the Building;
- h) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the Building;
- i) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the Project and the Common Areas/ Common Amenities and Facilities and electrical wiring and accessories for lighting of the Common Areas/ Common Amenities and Facilities;
- j) Fire-fighting equipments, systems and accessories;
- k) Lift machine;
- l) Generator;
- m) Overhead water tank, underground water reservoir etc.
- n) Drainage system, sewerage system, water points;
- o) Any other area, amenity and installation (excluding roof/terrace which shall belong to the Vendor) as may be specified by the Vendor from time to time to be part of the Common Areas/ Common Amenities and Facilities in the Project.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

- a. The expenses of maintaining, minor repairing, re-decorating, renewing the main structure and in particular the drainage, water supply system, supply of electricity to all Common Areas and Amenities;
- b. The cost of cleaning and lighting the entrance of the Building and the passages and other spaces around the lobby, corridors, stair-case lift and other common areas of the Building and the Common Areas and Amenities;
- c. Cost of maintaining lift, generator, existing electrical installations, pumps and other common facilities and essential services in the Project;
- d. Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the Building and administration and management of the affairs thereof;
- e. The rates taxes and outgoings assessed charged and imposed for the Common Areas and Amenities of the Building;
- f. The cost and expenses of keeping and maintaining the records of the common expenses, costs of billing collection and recovery of such common expenses including costs of staffing and running the

Holding Organization and expenses (statutory and non-statutory expenses) for the Holding Organization;

- g. All expenses for the administration, management, maintenance and operation of the Common Areas Amenities and Installations in the Project, including electricity, personnel costs etc.;
- h. All expenses towards electricity costs etc.;
- i. The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- j. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
- k. All expenses of common services and common facilities and amenities;
- l. Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the common areas and amenities thereof.
- m. The fixed maintenance expenses may be revised time to time as required.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(PURCHASER'S COVENANTS & OBLIGATIONS)

The Purchaser shall:

- a) Not be entitled to have any exclusive claim of whatsoever nature over and in respect of the Common Areas and Amenities of the building at the said Premises excepting the right to use and enjoy the same along with all other co-owners.
- b) Bear and pay the common expenses for the said Premises.
- c) Regularly and punctually bear and pay electricity charges and other utility charges and outgoings for the said Unit.
- d) Abide by all pollution control and fire laws, guidelines and regulations.
- e) Not use the said Unit or permit the same to be used for any illegal or immoral purpose or for any purpose other than for which such allocations have been sanctioned by the sanctioning authorities.
- f) Not to use the said Unit or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
- g) Not to park or cause to be parked any car and vehicles on the car parking spaces or other spaces/ areas of the Building except on the spaces/ areas for which express right has been granted to them to park the car and vehicles.
- h) Not to place or store in the common areas any goods or things whatsoever.
- i) Not to operate any heavy machine so as to endanger the structure of the building or damage the floor or roof or outer walls of any unit.
- j) Not to do or permit any opening, structural change or change in elevation without the consent of all co-owners of the said Premises.
- k) Not to do anything or cause anything to be done whereby the structural stability of the building shall be adversely affected.
- l) To keep the interior wall, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Unit allocations in good condition at his/her costs and repair so as not to cause any damage to the building or any other space or accommodation thereon and shall keep the others occupiers/co-owners of the

building and/or the said Premises indemnified from and against the consequences of any damage arising there from.

- m) Not to do anything or cause anything to be done whereby the common amenities fixtures and gadgets installed for the Premises shall be damaged or adversely affected.
- n) Not to make any constructions on the car parking spaces, roof/terrace and common areas.
- o) Not to do anything whereby the other unit owners or the co-owners or the occupiers are obstructed or prevented from enjoying their respective units quietly and exclusively.
- p) To keep the said Unit in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.
- q) To observe the Rules and Regulations framed from time to time by the Vendor/Association/Holding Organization/ Facility Manager without raising any objection thereto, as the case may be.
- r) To allow on prior notice allow the Vendor/Association/ Association/Holding Organization/Facility Manager, with or without the workmen, to enter into the said Unit for undertaking and carrying out any necessary repairs; as the case may be.
- s) To Pay electricity charges and other utility charges and outgoings for the said Unit;
- t) To use the said Unit only for commercial purposes for which it has been sanctioned;
- u) Not to use the said Unit or permit the same to be used for any illegal, unlawful and/or immoral purpose;
- v) Not to change the exterior of the said Unit without the written consent of the Vendor/Association/Holding Organization/ Facility Manager; as the case may be.
- w) Not to erect external wireless or television antenna;
- x) Not to place or store in the common areas any goods and/or contraband goods and/or things of whatsoever nature;
- y) Not to bring or permit to bring in the said Unit any machinery, goods or other articles which shall or may strain or damage any part or portion of the said New Building at the said Premises;
- z) Not to shift or obstruct any windows and not to put box grills on such window;
- aa) Not to do or permit any change in the elevation of the said New Building without the consent in writing of the Vendor/Association/Holding Organization/ Facility Manager; as the case may be.
- bb) Not to cause any structural change in the space(s) and/or unit;
- cc) Not to throw any rubbish, save to such extent and at such place or places as may be permitted and specified by the Vendor/Association/Holding Organization/ Facility Manager; as the case may be.
- dd) Not to do or permit to do any deed, thing or act whereby the users and/or occupiers of the space(s) and/or unit(s) in the said New Building are obstructed or prevented from enjoying their respective space(s) and/or unit(s);
- ee) To keep said Unit in good habitable condition and to carry out necessary repairs or replacements as and when required;
- ff) Not to put any articles including nameplate and/or letter box, save at the place approved or provided therefore;
- gg) Not to use any space of the said New Building or Boundary Walls or any elevation thereof for signage, display boards and/or hoardings, unless specifically allotted by the Vendor;
- hh) Not to bring or store in the said Unit any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority in relation to fire precautions;

- ii) Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the said New Building or any portion thereof;
- jj) Not to install any air conditioner and/or exhaust fan except at the place(s) approved by the Vendor/Association/Holding Organization/Facility Manager; as the case may be.
- kk) Not to demolish or make any holes in the beams, columns or pillars and not put any weight/load on the beams, columns or pillars in the said New Building;
- ll) To keep in good condition, repair, wind and watertight the said Unit including the partition walls, sewerage, drains, water pipelines and other essential services and/or amenities attached thereto;
- mm) To observe such other covenants as may be deemed reasonable and/or fit and as determined by the Vendor/Association/Holding Organization/ Facility Manager, as the case may be.

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

SIGNED, SEALED AND DELIVERED by the
VENDOR at Kolkata in the presence of:

SIGNED, SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of:

RECEIVED from the within named Purchaser the within mentioned consideration amount of Rs. _____/= (Rupees _____ Only) as full payment as detailed below:

MEMO OF CONSIDERATION

| Date | Particulars | Amount(Rs.) |
|------|-------------|-------------|
|------|-------------|-------------|

(Rupees _____ Only)

WITNESS:

ARJUN DAS BUILDCON PVT. LTD.

Arjun Das
Director