

DEED OF CONVEYANCE

This Deed of Conveyance is made on this day of June Two Thousand Twenty Five
(2025)

BETWEEN

(1) **SMT. PRAKASH DEVI KAYAN** alias **SMT. PRAKASH DEVI**, having **PAN: ABTPD3624K, AADHAAR NO: 885781448868, M: 9810501714**, wife of Late Sajjan Kumar Kayan, by faith-Hindu, by occupation-House wife, being Citizen of India and residing at A-38, New Friends Colony, Defence Colony, South Delhi, Delhi-110025 within Post Office and Police Station New Friends Colony and (2) **SHRI. PULAK PATODIA**, having **PAN: ATFPP0023L, AADHAAR NO: 250593329524, M: 9339872656**, son of Late Madan Mohan Patodia, by faith-Hindu, by occupation-Business, being Citizen of India and residing at 2nd Floor, Flat 2A PS Presidential, 35/4 Paddapukur Road, Bhowanipur, VTC L R Sarani, Kolkata-700020 within Post Office L R Sarani and Police Station Bhowanipur acting through their Constituted Attorney, **FAIYAZ ALAM** having **PAN: AIAPA8023F, AADHAAR NO: 488227229010, M: 9831869869**, son of Barkat Ali, by faith-Islam, by occupation-Business, residing at 39, Ripon Street, (presently known as Muzaffar Ahmed Street), Kolkata-700016 within Post Office and Police Station Park Street, appointed vide Development Power of Attorney dated 13th April 2022 registered in the Office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2022, Page from 538884 to 538903 Being No. 190407270 for the year 2022, hereinafter collectively called and referred to as the **"OWNERS/VENDORS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and or assigns) of the **FIRST PART**

AND

_____, son of _____, by religion _____, by occupation _____, being Citizen of India and residing at Premises No. _____ under Post Office and Police Station _____, hereinafter called and referred to as the **"PURCHASER"**, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**

AND

F.K. REAL ESTATES, a proprietorship firm, having office at 39 Muzaffar Ahmed Street Kolkata-700016 within Post office and Police Station Park Street represented by its Proprietor **FAIYAZ ALAM** having **PAN: AIAPA8023F, AADHAAR NO: 488227229010, M: 9831869869**, son of Barkat Ali, by faith-Islam, by occupation-Business, residing at 39, Ripon Street, (presently known as Muzaffar Ahmed Street), Kolkata-700016 within Post Office and Police Station Park Street, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and or assigns) of the **THIRD PART**.

A. **WHEREAS** in this Deed unless it is found contrary or repugnant to the context: -

- i) **OWNERS/VENDORS** shall mean and include PRAKASH DEVI KAYAN, PULAK PATODIA and his/her/their legal heirs, legal representatives, administrators, and assigns.
- ii) **PURCHASER** shall mean and include _____ and his/her/their legal heirs, legal representatives, administrators, and assigns.
- iii) **DEVELOPER** shall mean and include F.K. REAL ESTATES a proprietorship firm of Faiyaz Alam and his heirs, executors, administrators, legal representatives and or assigns.
- iii) **SCHEDULED PROPERTY** shall mean and include All That piece and parcel of land measuring 4 (Four) Cottahs 10 (Ten) Chittacks and 18 (Eighteen) Square Feet be the same a little more or less together with G+IV storied residential building thereon the same being comprised in and being part and portion of and being situate and lying at and known and numbered as Premises No. 30 Lower Range Kolkata-700017 within Police Station Karaya, within the municipal limit of the Kolkata Municipal Corporation under Ward No.064, Borough No.VII corresponding to KMC Assessee No. _____ as more fully and particularly described in the **Schedule - I** (PAYMENT PLAN) hereinafter written.
- iv) **BUILDING** shall mean the residential building consisting of Ground Plus Four upper floors, which the Developer had constructed in accordance with the **Building Plan/Permit No.2024070110** dated-28.10.2024 sanctioned by the Kolkata Municipal Corporation over the said Scheduled Property.
- v) **FLATS** shall mean the space or spaces in the said building being built and constructed and capable of being exclusively occupied for residential and commercial purpose.
- vi) **DEMISED PROPERTY** shall mean and include:-

ALL THAT one self contained residential Flat No. _____ containing by estimation super built up area of _____ square feet little more or less consisting of _____ (_____) Bed Rooms, _____ (_____) Drawing cum dining hall, _____ (_____) Kitchen & _____ (_____) Bath cum privy located on the _____ floor of the building named as "**KALIM 30**" situate lying at Premises No. 30 Lower Range Kolkata-700017 within Police Station Karaya,, as more fully and particularly described in the **Schedule-B** , hereinafter written.
- vii) **IMPARTIBLE SHARE IN LAND** shall mean the proportionate Purchaser's share in the land as described in the **Schedule – A** hereinafter written.
- viii) **COVERED AREA** shall mean the Built-up area measured at floor level of any flat taking the external dimension of the flat including the Built-up area of Balconies/Verandahs save common walls separating one flat from the other of which 50% only to be added including the proportionate share of stair-case, landing and lift.
- ix) **"CAM" (chargeable area for maintenance)** shall be the Carpet Area plus Veranda/balcony/terrace which are exclusively meant for the Allottees of the

respective units and including the right in common parts and common portions like all amenities, facilities, landscape areas if any, service road and common passages built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, club, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, common roof, maintenance offices or stores, security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Allottee in this agreement of Sale for which proportionate cost has been collected from the Allottees.

- x) **COMMON PARTS** shall mean and include lobbies, corridors, staircase, passage-ways, drive ways, lift, pump room, machine room, over head water tank, underground reservoir and other facilities, amenities and spaces as more fully and particularly described in the **Schedule – C** hereinafter written.
- xi) **EASEMENT RIGHTS** mean and include all common rights and obligations attached to the Demised Property and other common area, as more fully and particularly described in the **Schedule – D** hereinafter written.
- xii) **COMMON EXPENSES** shall mean the expenses for common purpose as more fully and particularly described in the **Schedule -E** hereinafter written.
- xiii) **GENERAL STATUTORY AND NON-STATUTORY RIGHTS** mean and include all rights and obligations to be observed and performed by the Vendors and Purchasers respectively in the mode and manner as more fully and particularly described in the **Schedule – F** hereinafter written.
- xiv) **SCHEDULED PROPERTY DOCUMENTS** shall mean and include the relevant documents as more fully and particularly described in the **Schedule – G** hereinafter written
- xv) **WORK SPECIFICATION** shall mean and include the construction work to be carried in the flat in the mode and manner as more fully and particularly described in the **Schedule - H** hereinafter written.
- xvi) **CO-OWNERS** shall mean all persons who own room/flat/covered space/open space and who have agreed to own rooms/flats in the said building.
- xvii) **BUILDING PLAN** shall mean the **Building Plan/Permit No. 2024070110** dated- 28.10.2024 sanctioned by the Kolkata Municipal Corporation for the construction of G+IV storied building over the Scheduled Property including the elevation, designs, drawing as prepared by the Architect with variations therein, if any.
- xviii) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- xix) 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.

B. WHEREAS in pursuance and by virtue of a registered deed of settlement dated 31st day of March 1958 registered at the office of Registrar of Calcutta in Book No. I, Volume No. 69, Pages 238-240, Being No. 3203 for the year 1958, Prakash Devi became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That three storied brick built messuage tenement or dwelling house together with outhouse and garage built thereon and revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing measurement 4 Cottahs 10 Chittacks and 18 Square feet be the same a little more or less situate lying at and being Premises No. 30 Lower Range Calcutta, Thana Ballygunge in the town of Calcutta, Sub Registration office Sealdah in the District of Twenty Four Parganas morefully and particularly mentioned and described in the schedule thereunder written, for her life and on her death to the said Sajan Kumar Kayan absolutely.

C. AND WHEREAS the said Sajan Kumar Kayan died on 14th July 1997 leaving behind his wife Prakash Devi as the sole owner of the aforesaid property.

D. AND WHEREAS by a Deed of Conveyance dated 6th day of May 2005 and made between Prakash Devi, therein referred to as the Vendor of the One Part and Pulak Patodia, therein referred to as the Purchaser of the Other Part and duly registered at the Office of Registrar of Assurances-I, Kolkata in Book No. I, Volume No. I, Page from 1 to 23, Being No. 05895 for the year 2005, the said Vendor for the consideration mentioned and on the terms conditions and covenants contained therein conveyed transferred assigned and assured unto and in favour of the Purchaser All that ground floor flat consisting of three bed rooms, one hall, two bath rooms, one garage, one kitchen in the ground floor of the main building together with a kitchen and one small room in out house situated on eastern side at Premises No. 30 Lower Range, P.S. Karaya Calcutta the total carpet area 1400 Sq. ft. approximately as shown in the red border in its sketch plan attached thereto along with undivided variable indivisible proportionate right, share and interest in the land and the staircase equipment and common facilities fittings fixtures bath sewer drain and water resources common thereto, morefully and particularly described in the Second Schedule thereunder written.

E. AND WHEREAS the Vendors being lawfully seized and possessed of and otherwise well and sufficiently entitled to All that old dilapidated structure and building and premises together with the piece or parcel of land thereunto belonging whereon and part whereof the same is erected and built containing an area of 4 (Four) Cottahs 10 (Ten) Chittacks and 18 (Eighteen) Square Feet be the same a little more or less situate lying at and being Premises No. 30 Lower Range Kolkata-700017 within Police Station Karaya, hereinafter referred to as the "said Property/Premises".

F. AND WHEREAS the Vendors being desirous to develop the said property for commercial exploitation resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

G. AND WHEREAS the Vendors entered into a Joint Venture Development Agreement dated 13th April, 2022 with the Developer/Confirming Party herein being one of the known high ranking real estate developer and promoter in the city registered in the office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2022, Page from 509906 to 509951, Being No. 190406642 for the Year 2022 hereinafter referred to as the "said development agreement" and subsequently executed Development Power of Attorney dated 13th April 2022 registered in the Office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2022, Page from 538884 to 538903 Being No. 190407270 for the year 2022, whereby and where under the Vendors have engaged, appointed, authorized, allowed, permitted and empowered the Confirming Party herein inter alia to act as Developer of the said premises for development thereof on joint venture basis by carrying out lawful work of demolition of old building/structures and undertaking lawful work of construction of a new multistoried building in accordance with the sanctioned Building Plan under the provisions of the Kolkata Municipal Corporation Act, and Building Rules framed there under entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration.

H. AND WHEREAS by an indenture dated 1st day of September 2022 and made between Smt. Prakash Devi Kayan, therein called and referred to as the Vendor of the One Part and Vrinda Patodia, therein called and referred to as the Purchaser of the Other Part and duly registered at the Office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume Number 1904-2022, Page from 886129 to 886146, Being No. 190414072 for the year 2022, the said Vendor for the consideration mentioned and on the terms conditions and covenants contained therein conveyed transferred assigned and assured unto and in favour of the Purchaser All that 1/20th undivided share in entire first floor residential flat containing 1400 square feet carpet area (1/20th share being 70 square feet carpet area, 100.8 square feet super built up area) with cement flooring of the said ground plus two storied 60 years old building together with proportionate share in revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing measurement 4 Cottahs 10 Chittacks and 18 Square feet be the same a little more or less situate lying at and being Premises No. 30 Lower Range Kolkata-700017, within the municipal limit of the Kolkata Municipal Corporation Ward No.064 and Police Station Karaya, District South 24 Parganas, morefully and particularly described in the Schedule thereunder written.

I. AND WHEREAS by a Deed of Gift dated 1st day of September 2022 and made between Smt. Vrinda Patodia, therein called and referred to as the Donor of the One Part and Mr. Pulak Patodia Patodia, therein called and referred to as the Donee of the Other Part and duly registered at the Office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume Number 1904-2022, Page from 886111 to 886128, Being No. 190414073 for the year 2022, the said Donor out of natural love and affection and on the terms conditions and covenants contained therein gave, conveyed transferred assigned and assured unto and in favour of the Donee All that 1/20th undivided share in entire first floor residential flat containing 1400 square feet carpet area (1/20th share being 70 square feet carpet area, 100.8 square feet super built up area) with cement flooring of the said ground plus two storied 60 years old building together with proportionate share in revenue free land thereunto

belonging whereon or on part whereof the same is erected and built containing measurement 4 Cottahs 10 Chittacks and 18 Square feet be the same a little more or less situate lying at and being Premises No. 30 Lower Range Kolkata-700017, within the municipal limit of the Kolkata Municipal Corporation Ward No.064 and Police Station Karaya, District South 24 Parganas, morefully and particularly described in the Schedule thereunder written.

J. AND WHEREAS by a Deed of Gift dated 1st day of September 2022 and made between Mr. Pulak Patodia, therein called and referred to as the Donor of the One Part and Smt. Prakash Devi Kayan, therein called and referred to as the Donee of the Other Part and duly registered at the Office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume Number 1904-2022, Page from 886094 to 886110, Being No. 190414074 for the year 2022, the said Donor out of natural love and affection and on the terms conditions and covenants contained therein gave, conveyed transferred assigned and assured unto and in favour of the Donee All that 1/20th undivided share in all that ground floor residential flat containing 1400 square feet carpet area (1/20th share being 70 square feet carpet area, 100.8 square feet super built up area) with cement flooring of the said ground plus two storied 60 years old building together with proportionate share in revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing measurement 4 Cottahs 10 Chittacks and 18 Square feet be the same a little more or less situate lying at and being Premises No. 30 Lower Range Kolkata-700017, within the municipal limit of the Kolkata Municipal Corporation Ward No.064 and Police Station Karaya, District South 24 Parganas, morefully and particularly described in the Schedule thereunder written.

X. AND WHEREAS pursuant to the execution of the aforesaid indenture and gift deeds in the year 2022, and in terms of the said Development Agreements the Developer obtained sanction of Building Plan bearing B.P. No-**2024070110** dated-28-10-2024 from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+IV floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises and duly commenced the work of construction of the said new building to be comprised of several self contained flats, car parking and other transferable spaces capable of holding, occupying and enjoying independent of each other and construction would be completed in accordance with the aforesaid sanctioned building plan at the Developer's own costs, expenses and responsibility.

Y. AND WHEREAS by virtue of aforesaid the Developer is absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self contained residential Flat No. _____ containing by estimation carpet area of _____ square feet/ covered area of _____ square feet, little more or less consisting of ____ (____) Bed Rooms, 1 (____) Drawing cum dining hall, 1 (____) Kitchen & ____ (____) Bath cum privy located on the _____ floor of the building named as named as "**KALIM 30**" situate lying at Premises No. 30 Lower Range, Kolkata-700017, within Police Station Karaya, as more fully and particularly described in the **Schedule - B** hereinafter written, and for short hereinafter called and referred to as the **DEMISED PROPERTY**.

Z. AND WHEREAS by an Agreement for Sale dated _____, the Vendors/Developer upon the approach of the Purchaser has agreed to sell and the Purchaser has agreed to purchase the said Demised Property for a sum of Rs. _____/- (Rupees _____) only to the terms and conditions hereinafter recited.

AA. AND WHEREAS the payment for the consideration amount is being made by the Purchaser to the Developer in the mode and manner as more fully and particularly described in the **Schedule – I (PAYMENT PLAN)** hereinafter written.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

In consideration of the Premises hereinbefore recited and of the several covenants and agreement hereinafter contained and on the part of the **VENDORS, DEVELOPER** and the **PURCHASER** to be performed and observed and further in consideration for a sum of Rs. _____/- (Rupees) only paid to the Vendor/Developer by the Purchaser on or before the execution of these presents (the receipt whereof the Developer doth hereby as well as by the receipt hereunder written admit and acknowledge of and from the same and every part thereof, acquit, release and forever discharge the Purchaser the proportionate impartible share in the land and also the said Demised Property and every part thereof intended to be conveyed), the Vendors doth hereby indefeasibly and absolutely grant, convey, assure, sell, assign and transfer free from all encumbrances **ALL THAT** one self contained residential Flat No. _____ containing by estimation carpet area of _____ square feet/ covered area of _____square feet, little more or less consisting of _____ (_____) Bed Rooms, _____ (_____) Drawing cum dining hall, _____ (_____) Kitchen & _____ (_____) Bath cum privy located on the _____ floor of the building named as “**KALIM 30**” situate lying at Premises No. 30 Lower Range Kolkata-700017 within Police Station Karaya morefully described in the Schedule – B, hereinafter written and more particularly delineated in the Map or Plan annexed hereto and thereon shown in **RED BORDER OR HOWSOEVER OTHERWISE**, the said Demised Property as described or at any time or times hereinafter were or was situated, butted and bounded called, known, numbered, described and distinguished **ALONG WITH** half the depth in all Joints above and between the floors and Ceiling of the said Demised Property and with full and absolute ownership right over all fixtures, internal and external walls and also proportionate impartible share in the land and/or structure or part whereof the said Demised Property erected and built **TOGETHER WITH RIGHT IN COMMON** with other lawful Purchasers or Owners or occupants thereto to enjoy, liberties, right, privileges, other amenities and advantages together with the right, title, interest, claim and demand of the Vendors thereon and in respect of the said Demised Property unto and to the use of the Purchaser **AND TO HAVE AND TO HOLD** the said Demised Property and every part thereof granted, conveyed, assured, sold, assigned and transferred or expressed or intended as to be unto and to the use of the Purchaser, his/her/their heirs, executors, administrators, and assigns absolutely and forever, free from all encumbrances, charges, liens, attachments, mortgages and/or liberties of any nature or sorts whatsoever **AND** the said Demised Property is free from all encumbrances, charges, liens, attachments, mortgages and/or liberties of any nature or sorts whatsoever **AND** that the Vendors shall and will at all times hereinafter at the request and

cost of the Purchaser do and execute or cause to be done and execute all such acts, deeds, things for further, better or more particularly assuring the title of the said Demised Property constructed thereon and every part thereof into and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required **AND** it is further agreed by and between the Parties hereto as follows:-

1. The Purchaser's undivided interest in the land or soil shall remain joint for all times with the Vendors and/or other Co-owners who may hereinafter or hereto before have acquired title and interest in the land, in the Flat and in the building and the said undivided interest shall remain permanently impartible.
2. The Purchaser shall have unfettered right to mutate his/her/their name/names in the record of the Kolkata Municipal Corporation and also get his/her/their said Demised Property separately assessed as a separate unit in the records of the Kolkata Municipal Corporation or in the records of any other statutory, non-statutory or local body or bodies and the Vendors shall extend all help in this regard.
3. The Purchaser from time to time and at all times hereby agree to contribute and pay his/her/their proportionate share towards costs, charges, expenses and out-goings in respect of the matters, as more fully and particularly specified in the Schedule – E hereinafter written and such apportionment of the proportionate costs.
4. As long as the floor space of the said Demised Property is not separately assessed for Municipal Rates and Taxes the Purchaser shall pay a proportionate share of the said consolidated Municipal Tax, water Tax, and other levies assessed in respect of the said Scheduled Property on and from the date of the delivery, execution and registration of the Deed of Conveyance.
5. The Purchaser shall maintain at his/her/their cost the said Demised Property in good conditions, state and order in which it is delivered to him and shall abide by all bye-laws, rules and regulations of the Government, Municipality, Kolkata Municipal Corporation, society or any other authority and local body and shall attend answers and shall observe and perform all terms and conditions contained in this Instrument.
6. The Purchaser shall keep the said Demised Property in good condition so as to support and protect the other parts of the said Scheduled Property.
7. The Purchaser shall not keep the said Demised Property in his/her/their occupation for any purpose which is likely to cause nuisance or annoyance to occupiers of the other flats, covered spaces at the said Scheduled Property/Building or to the owners or occupiers of the neighboring properties or for any illegal or immoral purposes and the Purchaser shall not carry on or permit to be carried on or upon the said Demised Property or any part thereof may obnoxious, offensive or lawful business.
8. The Purchaser shall have unfettered right to sell, mortgage, lease, let-out, transfer, assign and/or alienate the said Demised Property in any mode or manner whatsoever at his absolute discretion to any person or persons without reference to the Vendors or to any other occupier or occupiers.

9. The Purchaser shall have the absolute right to rectify, modify and alter the inside arrangements of the said Demised Property provided such excavation, alteration and modification in any way does not impair the main structure of the said Scheduled Property and/or effect in any manner or mode the common partition wall and roof structure of the flat/flats located just above and below the said Demised Property.
10. The Vendors shall furnish xerox copies of all documents of title of the said Scheduled Property/Building as detailed under Schedule – G_ hereinafter written and all such xerox copies shall be duly attested by the Vendors, and in the absence of the Vendors their successors, legal Representatives and/or men and agents shall produce the original of all such documents at the requisition of cost of the Purchaser in any Court before any statutory or non-statutory body or bodies and in the Chamber of his/her/their Advocate and/or before the men and agents of the Purchaser.
11. The Vendors and the Developer doth hereby indemnify the Purchaser from any loss due to any defect in title of the Vendors and construction of demised property. The Vendors have duly authorized the Developer to receive the full consideration money from the Purchaser and to grant receipt for the same.

SCHEDULE – A AS REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring an area of 4 (Four) Cottahs, 10 (Ten) Chittacks 18 (Eighteen) Square Feet more or less, together with G+IV storied residential building (under construction) thereon the same being comprised in and being part and portion of and being situate and lying at and known and numbered as Premises No. 30 Lower Range Kolkata-700017, within Police Station Karaya, District South 24 Parganas, Ward No.064 of the Kolkata Municipal Corporation and butted and bounded as follows:

On the North by	:	Premises No. 28 Lower Range;
On the East by	:	Premises No. 30/1 Lower Range;
On the South by	:	Premises No. 30/1 Lower Range; and
On the West by	:	Lower Range.

SCHEDULE – B AS REFERRED TO ABOVE
(SHOWING THE DEMISED PROPERTY)

ALL THAT one self contained residential Flat No. _____ containing by estimation covered area of _____ square feet/ Carpet area of _____ square feet/ CAM _____ Square feet little more or less with Tiles floorings consisting of ____ (____) Bed Rooms, ____ (____) Drawing cum dining hall, 1 (One) Kitchen & ____ (____) Bath cum privy located on the _____ floor of the building named as “**KALIM 30**” on the land comprised in the Premises No. 30 Lower Range Kolkata-700017, within Police Station Karaya, (fully described in the Schedule-I written above) **Together with** all that undivided, indivisible and impartible proportionate share and interest in the land comprised in said premises and all that with proportionate undivided share in common areas and facilities and amenities attributable to the said flat and morefully delineated in the Map or Plan annexed hereto and thereon shown in RED BORDER.

SCHEDULE – C AS REFERRED TO ABOVE

(Showing common parts, common equipments at the Scheduled Premises)

1. The foundations, columns, beams, supports, fire escape, entrance and exits.
2. Common Passage from Main Gate to Stair-Case only areas excepting the specified areas incorporated in the Schedule – B.
3. Water pump, over-head water tanks and underground water reservoirs, water pipes and other common installations.
4. Electrical wirings, meters and fittings and fixtures for lightning the stair-case, lobbies.
5. Drains and sewers from the Building to the Corporation duct.
6. Water and sewage evacuation pipes from the units to the drains and sewers common to the Building.
7. Toilets and bathrooms for servants and durwans of the Building in the ground floor, if any.
8. Such other equipments, installations, fixtures, fittings, as are necessary and/or easements of necessity of the Building.

SCHEDULE – D AS REFERRED TO ABOVE

(Showing common easements, rights and obligations arising there from)

1. The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements appendages and appurtenances, whatsoever, belonging

to or any way appertaining to the said Demised Property and the common portion of the said Scheduled Premises/Building or there with usually held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto subject to the stipulations as contained elsewhere in this Deed and other Schedules.

2. The right of protection of the said Demised Property by or from all other parts of the Scheduled Premises/Building so far as they now protect the same.
3. The right of flow in common as aforesaid of gas, if any electricity, water and waste or soil from and/or to the said Demised Property through pipes, drains, wires and conduits lying or being in, under or over the other parts of the Scheduled Premises/Building and property so far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the said Demised Property.
4. The right of the Purchaser with or without workmen and necessary materials or enter from time to time upon the other parts of the said Scheduled Premises/Building and property for the purpose of re-building, repairing or cleaning so far as may be necessary, such pipes, drains, wires and conduits aforesaid and also for the purpose of re-building, repairing, replacing or clearing any part or parts of the said Demised Property in so far as such re-building, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours previous notice in writing of the Purchaser's intent properly entitled to the same.

SCHEDULE – E AS REFERRED TO ABOVE

(Showing common expenses in respect of flats/rooms)

1. The expenses of maintaining, operating, repairing, replacing, renovating etc., of the said Building and in particular of drains, gutters and rain water pipes of the said Building used in common with the other occupiers of the other covered space i.e., Demised Property and other covered area and the main entrances, passages leading from road to stair-case, landing, stair-case of the said building as enjoyed in common.
2. The cost of cleaning and lightning the passage, landings, stair-cases of the said Building/Scheduled Premises as enjoyed or used in common as aforesaid.
3. The cost of white-washing or decorating the exterior walls of the said Building/Premises.
4. The cost of salaries of chowkidars, sweepers, liftman etc.
5. The cost of working and maintenance of Electric Motor and Pumps or lift and other amenities.

6. Amount of Municipal Taxes, lift tax/water tax and other tax, levie and/ or outgoings save those separately assessed on the respective Demised Property/Flats.
7. Such other expenses as are deemed necessary by the Society necessary or incidental for the maintenance and keep up of the said premises/building.

SCHEDULE - F AS REFERRED TO ABOVE

(Showing General Statutory and non-Statutory rights and obligations of the Vendors and Purchaser not appearing elsewhere in this Agreement)

1. The Purchaser shall and will give the owners of other flats necessary vertical, horizontal and lateral support for his/her/their flat and also a right of way over other Common Passage, stair-cases, etc., as more fully and particularly described in the Schedule – III hereinbefore written.
2. The Purchaser's undivided interest in the land or soil shall remain joint for all times with the Vendors and/or other co-owners, who may hereinafter or hereto before have acquired right, title and interest in the land, in the flat and in the Building and the said undivided interest shall remain permanently impartible.
3. The Purchaser shall have unfettered right to mutate his/her/their individual or respective names in the record of the Kolkata Municipal Corporation and also get the said Demised Property separately assessed as a separate units in the record of the Kolkata Municipal Corporation or in the records of any other statutory, non-statutory or local body or bodies.
4. The Purchaser from time to time and at all times hereby agree to contribute and pay his/her/their proportionate share towards costs, expenses and outgoings in respect of the matters as more fully and particularly specified in the Schedule – V hereinbefore written and such a proportionate shall be on the basis of the ratio which the area of the said Demised Property bear to the sum totals of the areas of all the covered spaces including terrace, roof and open spaces, if any, in the said Scheduled Premises/Building for the time being as hereinafter mentioned.
5. The Purchaser shall maintain at his/her/their cost the said Demised Property in good condition, state and order in which it is delivered to them and shall abide by all bye-laws, rules and regulations of the Government, Kolkata Municipal Corporation, Society or any other authority and local body and shall attend answer but shall not be responsible for all construction deviations and violations and shall observe and perform all terms and conditions contained in this Deed.
6. The Purchaser shall not to use the said Demised Property or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-Purchaser/occupiers of other portions of the said building or buildings to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Nursing Home, amusement or Entertainment Centre or Catering Place, Dispensary or

a Meeting Place or for any commercial or industrial activities whatsoever.

7. The Vendors shall maintain or remain responsible for the structural stability of the said Demised Property and not to do anything which has effect of affecting the structural stability of the building.

8. The Purchaser shall not cause anything to be done in or around the said Demised Property which may cause or tend to cause or tantamount to cause damage to any flooring or ceiling of the said Demised Property or adjacent to the said Demised Property in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

9. The Purchaser shall not close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls of the fences of external doors and windows including grills of the said Demised Property which in the opinion of the Vendors differ from the colour scheme of the building or deviation or which in the opinion of the Vendors may affect the elevation in respect of the exterior walls of the said building.

10. The Purchaser shall not install outside grills the design of which have not been suggested and approved by the Architect.

11. The Purchaser shall not make in the said Demised Property any structural additional and/or alterations such as beams column partition walls etc or improvement of a permanent nature except with the prior approval in writing of the Vendors and with the sanction of competent authorities.

12. The Vendors and Purchaser shall abide by such building rules and regulations as may be made applicable by the Vendors or Association to comply with and/or adhere to the building rules and regulations.

13. The Purchaser shall pay a sum of **Rs.2/-** per square feet to the Vendors and/or society towards maintenance charges from the date of receiving peaceful physical possession of the said Demised Property and upon default of the Purchaser to comply the Vendors or the Society shall have the right to disconnect the supply of filter water and electricity till the said default continues.

14. The above mentioned amount shall be paid till the time society is formed within a reasonable period of time for the said Scheduled Property.

15. The Purchaser shall pay service tax as per rate specified in Service Tax Act on the total consideration amount as mentioned in this Instrument.

16. The right of the Purchaser shall remain restricted to the said Demised Property and all other common amenities, common parts and portion of the building in the said Scheduled Property. The Vendors shall not have any right or claim in respect thereof after formation of the Society/Association.

17. The said building and/or complex at the said Scheduled Property shall always be known as “**KALIM 30**” and the same name shall not be changed under any circumstances whatsoever.

18. The Purchaser have made himself/herself/itself aware that the said New Building is a residential building and Purchaser agrees to maintain the decency of the said New Building and shall not do or permit any act or deed to be done which is likely to adversely affect the decency of the said New Building.

19. The Purchaser’s undivided interest in the land or soil shall remain joint for all times with the Vendors and/or other Co-owners who may hereinafter or hereto before have acquired title and interest in the land, in the Flat to the building and the said undivided interest shall remain permanently impartible.

SCHEDULE – G AS REFERRED TO ABOVE

- 1) Xerox copies of Title Deeds of the Scheduled Property
- 2) Xerox copy of Rates & Tax bill issued by the K.M.C. in respect of the Scheduled Property
- 3) Xerox copy the Building Plan/Permit No. **2024070110** dated-28-10-2024 sanctioned by the office of the K.M.C.

SCHEDULE – H AS REFERRED TO ABOVE

(Showing the Specification of work)

Wall	:	Plaster of Paris should be done in all the rooms and in all the walls of the Flat including Verandah and lobby and stair-case.
Window	:	Aluminium sliding window fitted with glass.
Floor	:	The floor of the entire flat will be finished with Vitrified tiles.
Doors	:	All Doors with Wooden frame of Sal-wood of standard size. All Doors will be flush type door with Night Latch in the main door.
Toilet	:	Doors of P.V.C. material. Ceramic tiles on all sides of the internal wall at a 7’ feet high. Concealed plumbing Line of G.I. pipes with 2 (Two) tap Point

and sanitary of STANDARD MAKE. One Geyser point will be provided for hot water and other bathroom will be provided with normal water.

Kitchen	:	Cooking Table of Granite with upper Black stone. One Stainless Steel Sink And suitable power point. The floor will be of vitrified Tiles.
Sanitary Installations	:	P.V.C. (Supreme/Prince) and P.V.C., Ori-Plast Pipe.
Water Supply	:	Municipal Supply – Underground Reservoir and Over-head Reservoir and a set of water pumps and electric-motor.
Electrification	:	Full concealed wiring/surface wiring with copper wire and plastic board finish. Two Light Point in each room with One Fan point and Two Light point each in Bathroom and Kitchen.
Compulsory	:	Telephone point and T.V. Point in drawing room.
Lift	:	2 Nos. Lift of standard size shall be installed.

- Foot Note:** -
- 1. The Iron grill on the window shall be fixed at the cost of the purchaser.***
 - 2. Meter for the supply of electricity shall be installed at the cost of the PURCHASER and the amount of the security deposit required by the C.E.S.C Ltd.***
 - 3. The PURCHASER has to contribute proportionate amount for the installation of the Transformer.***

SCHEDULE – I AS REFERRED TO ABOVE**MEMO OF CONSIDERATION**

RECEIVED from within named Purchaser a sum of **Rs./-**
(Rupees), only
 plus GST of **Rs./- (Rupees)** only as full and Final consideration price money as per
 memo stated below:

MEMO

Date	Mode	Principal Amount	GST	Amount Received

SIGNATURE OF THE DEVELOPER
F.K. REAL ESTATES
THROUGH ITS PROPRIETOR,
FAIYAZ ALAM

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

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

SIGNATURE OF THE VENDORS
Through their lawfully Constituted Attorney,
FAIYAZ ALAM

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

SIGNATURE OF THE PURCHASER

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

SIGNATURE OF THE DEVELOPER
F.K. REAL ESTATES
THROUGH ITS PROPRIETOR
FAIYAZ ALAM

Drafted and prepared by:

(BHUPENDRA GUPTA)
Advocate
HIGH COURT AT CALCUTTA
Enrolment No.WB/98/2001