

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of Two
Thousand Twenty Four

AMONGST

(1) SRI DILIP KUMAR ROY (PAN – ADCPR3870J, D.O.B. 28.07.1951, Aadhaar No. 4988 2377 6653, Mobile No. 9903325295), son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Retired Person, residing at 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006, District Kolkata, (2) SRI SANDIP ROY (PAN – AFMPR8529Q, D.O.B. 13.01.1958, Aadhaar No. 8046 9749 8274, Mobile No. 9331233062), son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Agency Business, residing at F-27/2, Karunamoyee Housing Estate, Salt Lake City, Post Office Sech Bhavan, Police Station East Bidhannagar, Kolkata-700 091, District North 24 Parganas, (3) SRI SUDIP ROY (PAN – AHAPR3319L, D.O.B. 23.01.1969, Aadhaar No. 4347 5806 7587, Mobile No. 7982229896), son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at Khasra No. 688, T/F, Flat No. E4 Nai Basti, Village Khanpur, Pushpa Bhawan, South Delhi, Delhi-110 062, Post Office Sangam Vihar, Police Station Nebsarai, (4) SRI DIPAK RAY (PAN – BHUPR9847J, D.O.B. 20.02.1974, Aadhaar No. 3617 3540 7583, Mobile No. 8240471430), son of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Teaching, residing at C-1-M-1, 426 CMDA Nagar, Shulitalamiparda, Mohanpur (CT), Sewli, Post Office St. Para, Police Station Titagarh, Kolkata-700 121, District North 24 Parganas, (5) SMT. SUCHANDRA ROY KARMAKAR (PAN – BKCPR6047P, D.O.B. 08.05.1966, Aadhaar No. 5912 1937 4046, Mobile No. 9903561216), daughter of

Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation House-wife, residing at C/o. Chandan Kumar Roy Karmakar, C-75, Alakananda Apartment, P.N. Chatterjee Road, Amrabati, Post Office Sodepur, Police Station Khardah, Kolkata-700 110, District North 24 Parganas, (6) **SMT. SUPRIYA DAS** (PAN – BFZPD8469M, D.O.B. 13.03.1968, Aadhaar No. 4446 9953 2560, Mobile No. 7200015380), daughter of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at No. 17/33, S1, South Gangaianman, Koil 1st Cross Street, Choolaimedu, Chennai-600 094, Post Office Choolaimedu, Police Station F.5, Choolaimedu, (7) **SRI SUBHADIP ROY** (PAN – ANXPR6776Q, D.O.B. 23.06.1979, Aadhaar No. 9182 6043 8695, Mobile No. 9674826351), son of Late Prasanta Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at B/8, 10, Solok Pally, Haltu, Kolkata, West Bengal, Post Office Haltu, Police Station Kasba, Kolkata-700 078, District South 24 Parganas, (8) **SMT. LIPIKA ROY** (PAN – AGZPR6413P, D.O.B. 24.02.1962, Aadhaar No. 7448 1907 6783, Mobile No. 9748413007), wife of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation House-wife, residing at EP-55 No. Bipin Ganguly Road, Ghughudanga, South Dum Dum, Post Office Ghugudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, (9) **SRI JOYDEEP ROY** (PAN – APGPR9944F, D.O.B. 10.06.1987M Aadhaar No. 6540 6484 1044, Mobile No. 9674445445), son of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at E/P-55-B, Kunjamallick Bag, South Dum Dum (M), Ghughudanga, Post Office Ghugudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, (10) **SMT. JOYEETA ROY** (PAN – BBAPR1382J, D.O.B. 09.05.1991, Aadhaar No. 2403 2818 3314, Mobile No. 9163567362), daughter of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation Business, residing at No. EP-55, Bipin Ganguli Road, Ghughudanga, South Dum Dum, Post Office Ghughudanga, Police Station Dum Dum, Kolkata-700 030,

District North 24 Parganas, represented by their Constituted Attorney namely **MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED** (PAN – AABCO3002G, Date of Incorporation – 27.05.2010), a company incorporated under the Companies Act, 1956 and having its registered office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas, by virtue of the registered Development Agreement cum Development Power of Attorney dated 29th May, 2019 which was registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2019, Pages from 77212 to 77304, Being No. 190202096 for the year 2019 represented by one of its Directors who is duly authorized by virtue of the Board Resolution dated 29th February, 2012, namely **SRI ARUNAGATA DAS** (PAN– ADPPD3508E, D.O.B. 21.02.1969, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872), son of Sri Dulal Chandra Das, by Religion Hindu, by Nationality Indian, by Occupation Business, having his place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market Bidhannagar, Police Station South Bidhannagar, Kolkata-700 106, District North 24 Parganas, hereinafter collectively referred to as the “**OWNERS**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) **OF THE FIRST PART**

AND

(1) **SRI** (PAN –, D.O.B., Aadhaar No., Mobile No.), son of Mr., by Religion Hindu, by Nationality Indian, by Occupation and (2) **MRS.**

..... (PAN –, D.O.B., Aadhaar No., Mobile No.), wife of, by Religion Hindu, by Nationality Indian, by Occupation, both residing at, Post Office, Police Station, District, Pin-....., West Bengal, hereinafter collectively referred to as the “**ALLOTTEE/PURCHASER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) **OF THE SECOND PART**

AND

MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED (PAN – AABCO3002G, Date of Incorporation – 27.05.2010), a company incorporated under the Companies Act, 1956 and having its registered office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas, represented by one of its Directors who is duly authorized by virtue of the Board Resolution dated 29th February, 2012, namely **SRI ARUNAGATA DAS** (PAN–ADPPD3508E, D.O.B. 21.02.1969, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872), son of Sri Dulal Chandra Das, by Religion Hindu, by Nationality Indian, by Occupation Business, having his place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market Bidhannagar, Police Station South Bidhannagar, Kolkata-700 106, District North 24 Parganas, hereinafter referred to as the “**PROMOTER/ DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and assigns) **OF THE THIRD PART:**

WHEREAS:

1. In this Deed of Conveyance words and expressions used shall unless they are contrary and/or repugnant to the context have the following meanings:
 - 1.1 **ASSOCIATION** shall mean any Association, Committee or Society that may be formed together with the Owner, Promoter/Developer, all the existing purchasers, flat owners for the common purposes having such Rules and Regulations and Restrictions as be deemed proper and necessary by the Owner, intending Allottees/Purchasers, co-owners of any flat, unit, car parking spaces and other areas but not inconsistent with the provisions and Rules framed under the Apartment Ownership Act as well as RERA Act, 2016 and covenants herein contained.
 - 1.2 **ACT, RULES, REGULATIONS, SECTIONS** shall mean the West Bengal Real Estate (Regulation and Development) Act, 2016 and Rules framed there under and Sections mentioned there under.
 - 1.3 **ALLOTTEE/PURCHASER** shall mean and include the Allottee/Purchaser above named and also include their respective heirs, executors, administrators, legal representatives and assigns.
 - 1.4 **ALLOTTEES/CO-OWNERS/UNIT HOLDERS** according to the context shall mean all the buyers, owners from time to time have purchased or have agreed to purchase from the Promoter/Developer and also the Owners and taken possession of any unit/covered car parking spaces and other areas in the building.

- 1.5 **BUILDING** shall mean ALL THAT ground plus four storied residential building named as “AKSHARA APARTMENT” comprising of on the ground floor level **covered car parking** spaces, meter room, caretaker room, common toilet and other areas, etc. on the first floor and above independent self contained flats/apartments on each floor of different sizes and/or other constructed areas/saleable spaces, common areas and facilities provided in the land and the building together with piece and parcel of the land admeasuring 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less more lying situate at and being premises No. 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Jorabagan, Kolkata-700 006 particularly described in the Second Schedule hereunder written with such modifications, additions, alterations, further constructions as may be decided by the Promoter/Developer and the Owners to be constructed on the said premises.
- 1.6 **BUILT UP AREA** according to the context shall mean (i) the plinth area of the said Unit/ open as well as covered car parking spaces, flat/garage spaces or other spaces (which includes inter alia the area of the covered balconies and servants quarters, if any attached thereto and also the thickness of the extra name and internal walls thereof and pillars and Columns therein. **PROVIDED THAT** if any wall pillar or column be common between to, units then one-half of the area under such wall or pillar shall be included in each such Unit/open as well as covered car parking spaces, flat/garage spaces or other spaces) (ii) such proportionate share of the area of the common areas. Provided further built up area as will be decided by the Owners and the Developer will be final and binding upon the parties.

- 1.7 **COMMON AREAS INSTALLATIONS AND FACILITIES** shall mean and include corridors, stair-ways, lift, passage, ways, pump room, underground and over head water tank, water pump with motor, ultimate roof constructed or to be constructed on the said building and other facilities which are more particularly mentioned in the Third Schedule hereunder written.
- 1.8 **COMMON EXPENSES** shall mean and include all expenses for the maintenance management and upkeep of the said land and the building and in particular the common areas installations and facilities and for rendering of common services in common with the Co-Owner including those mentioned in the Fourth Schedule hereunder written.
- 1.9 **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and up-keeping the building constructed on the said premises (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owners and relating to their manual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.
- 1.10 **COVERED AREA**: shall mean according to its context plinth area of the Flat or Apartment (s) or all the Flats/Units in the said building including corridor, stair, lifts, lobby, bathroom and balcony and also thickness of the outer walls, internal walls, pillars, etc. provided that if any wall be common between two Units/Flats then ½ of the area under such wall and proportionate share of the service area, stair, lifts and lobby on the ground floor shall be included in such Flat.

- 1.11 **DIVOLUTION OF TITLE** shall mean the title of the said premises how the present owners became the owners of the said premises more particularly described in the First Schedule hereunder written.
- 1.12 **PROMOTER/DEVELOPER** shall mean **MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED**, the Promoter/Developer above named and shall also include its successor, successors-in-office and assigns.
- 1.13 **PROMOTER'S/DEVELOPER'S ALLOCATION** shall mean and include **ALL THAT** remaining (a) for residential area ALL THAT 50% (fifty per cent) of the all tradable built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation total space constructed in the said land and (b) for commercial/semi commercial area ALL THAT 50% (fifty per cent) of the all tradable super built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation total space to be constructed in the said land and also 50% (fifty per cent) share on the roof **TOGETHER WITH** impartible proportionate share in the land as mentioned in the Second Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the said land and ground plus four storied residential building.
- 1.14 **FLAT/UNIT**: shall mean **ALL THAT** residential Flat No. comprising of Bed rooms, one Kitchen, one W.C., Toilets, one Balcony, one Living cum Dining Room, admeasuring square feet super built up area equivalent to square feet carpet area equivalent to square feet covered area be the same a little more or less situate on the Floor of the ground plus four storied residential building

known as “AKSHARA APARTMENT” more particularly described in the Second Schedule hereunder written.

- 1.15 **LAND** shall mean **ALL THAT** piece and parcel of revenue free land measuring 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being a portion of the premises No. 13A, Ramesh Dutta Street (formerly 13A, Manicktalla Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 together with the right over the common passage leading from and to Manicktala Street now known as Ramesh Dutta Street as also the right over the common passage leading from and to Chitta Ranjan Avenue under Ward No. 026, Assessee No. 110263200263 of Kolkata Municipal Corporation more particularly described in the Second Schedule hereunder written.
- 1.16 **OWNERS** shall mean the Owners above named and shall also include their respective heirs, executors, administrators, legal representatives and assigns.
- 1.17 **OWNERS’ ALLOCATIONS** shall mean and include (a) for residential area **ALL THAT** 50% (fifty per cent) of the all tradable built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation total space to be constructed in the said land and (b) for commercial/semi commercial area **ALL THAT** 50% (fifty per cent) of the all tradable super built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation total space to be constructed in the said land and also **undivided** 50% (fifty per cent) share on the roof **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the right to use and enjoy all common areas

and facilities of the land and the proposed building or buildings. (PLEASE GIVE DETAILS)

1.18 **PROPERTY/PREMISES** shall mean ALL THAT partly one storied and partly two storied brick built messuage tenement and dwelling house together with piece and parcel of the land thereunto belonging and/or part whereof the same is erected containing an area 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being a portion of the premises No. 13A, Ramesh Dutta Street (formerly 13A, Manicktalla Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 together with the right over the common passage leading from and to Manicktala Street now known as Ramesh Dutta Street as also the right over the common passage leading from and to Chitta Ranjan Avenue under Ward No. 026, Assessee No. 110263200263 of Kolkata Municipal Corporation.

1.19 **PLANS** shall mean such plan sanctioned by the Kolkata Municipal Corporation vide Sanction Plan No. 2023040001 dated 11.04.2023 for construction of ground plus four storied residential building on the said premises comprising of on the ground floor **open and covered car parking spaces**, areas, common areas and on the first floor and above flats/units of different sizes, other spaces, areas and other common areas and facilities provided as mentioned hereunder which will also include the plan prepared by the Architect/Engineer appointed on behalf of the Developer for the construction of the building and sanctioned by the Kolkata Municipal Corporation and/or any other competent authority or authorities as the case may be and also such modifications, alterations, additions as may be suggested by the Owners and the Developer.

- 1.20 **ALLOTTEE/PURCHASER** shall mean the Purchaser above named which includes **his/her/their** respective heirs, executors, administrators, legal representatives and assigns.
- 1.21 **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the super built-up area of the Units/portions in the building. **PROVIDED THAT** where it refers to the share of any rates and/or taxes amongst the Common expenses, then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be area rental income of user of the respective units by the Co-Owners respectively).
- 1.22 **PARKING SPACE** shall mean the spaces meant or earmarked within the said premises of the building as also at the ground level in the open and abutting the said building for parking medium size cars, open as well as covered car parking spaces.
- 1.23 **RULES AND RESTRICTIONS** shall mean the Rules and Restrictions binding and to be observed and performed by the Owners, Allottees/Purchasers, Co-Owners of the units, car parking spaces and other areas in the building constructed on the said land more particularly described in the Sixth Schedule hereunder written including the Rules framed under the Apartment Ownership Act as well as RERA Act.
- 1.24 **SALABLE SPACE** shall mean the space, flats, car parking spaces in the said new building available for independent use and occupation which would be meant for residential, after carrying out development work at the

said property in the manner as may be decided by the Owners and the Promoter/Developer.

- 1.25 **SUPER BUILT UP AREA** according to the context shall mean (i) the plinth area of the said Flat (which includes, inter alia, the area of the covered balconies and servants quarters, if any attached thereto and also the thickness of the extra name and internal walls thereof and pillars and Columns therein **PROVIDED THAT** if any wall pillar or column be common between two units then one-half of the area under such wall or pillar shall be included in each such Flat (ii) such proportionate share of the area of the common areas.
- 1.26 **SERVICE CHARGE**: shall mean and include the cost and expenses for the new building or buildings towards premium for the insurance, rates and taxes, electric lighting, sanitation, repairs and renewals, charges for security, charges for the bill collections and charges for management of common facilities, costs for renovation, replacements and maintenance and expenses in relation to common wirings, pipes, electrical and mechanical equipments, pumps, motors, generators, elevators and other electrical and mechanical installations, appliances, tools, implementations, apparatus and the stair-ways, corridors, passage-ways, park-ways, open spaces and all other facilities whatsoever as may be decided by the Developer from time to time in the new building and/or renovation, modification, alteration, of the existing building.
- 1.27 **TRANSFER WITH** is grammatical variations shall includes transfer by possession and by any other means adopted for effecting that is understood as a transfer of space of the building or buildings to the Purchaser or

purchasers thereof although the same may not amount to be a transfer in law.

- 1.28 **TRANSFeree SHALL MEAN** a person, firm, limited company, Association of persons to whom flat/garage spaces or other spaces open as well as covered car parking spaces in the building or buildings has been transferred.
- 1.29 **UNIT** shall mean independent and self contained residential Flats/Apartments and/or other constructed areas/saleable spaces (capable of being independently and exclusively used and enjoyed) in the building and wherever the context so permits or intends shall include the attached balcony or balconies/verandah or verandahs and/or parking rights and also the proportionate undivided impartible share in the common areas and installations, attributable thereto.
2. The project being development of the said premises more particularly described in the Second Schedule hereunder written.
3. The Owners have jointly decided to develop the said premises and are in search of a Developer and having come to know the desire of the Owners, the Promoter/Developer who is a well known Developer approached the Owners to develop the said premises which the Owners have agreed.
4. In the premises, a registered Development Agreement cum Development Power of Attorney was executed on 29th May, 2019 between the Owners and the Promoter/Developer for development of the said premises for the consideration and on the terms and conditions more particularly mentioned in the said registered Development Agreement cum Development Power of

Attorney which was registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2019, Pages from 77212 to 77304, Being No. 190202096 for the year 2019, hereinafter referred to as the “said Development Agreement”.

5. Pursuant to the said Development Agreement, the Owners authorized the Promoter/Developer to apply and obtain plan sanctioned on behalf of the Owners for construction of ground plus four storied residential building on the said premises after demolishing the existing structure and building standing on the said premises and to sell, deal with Promoter/Developer’s allocation to its intending purchasers and also to do various acts, deeds and things as mentioned in the said Power of Attorney of the said Development Agreement to fulfill the object of the said Development Agreement for development of the said premises.
6. The Promoter/Developer applied and submitted building plan to the Kolkata Municipal Corporation for construction of ground plus four storied residential building comprising of on the ground floor caretaker’s room, common bathroom, covered, open car parking spaces and other areas and first floor and above independent self contained residential flats of different sizes, common areas and facilities to be provided in the proposed building and the said land of the said premises and upon payment of requisite charges and complying with all formalities, the Kolkata Municipal Corporation vide Sanction No. 2023040001 dated 11.04.2023 sanctioned the said building plan for the aforesaid construction of the ground plus four storied residential building on the land of the said premises.
7. The said premises and earmarked for the purpose of building a residential project comprising of ground plus four storied and on the ground floor

comprising of covered car parking spaces and other areas and on the first floor and above comprising of residential self contained independent flats of different sizes, common areas and facilities to be provided in the land and the proposed ground plus four storied residential building and the said project shall be known as “AKSHARA APARTMENT” project.

8. The Promoter/Developer after obtaining the plan sanctioned as aforesaid and after demolishing the existing structure commenced construction of the said ground plus four storied residential building on the said land of the said premises more particularly mentioned in the Second Schedule hereunder written in accordance with the plan sanctioned by the Kolkata Municipal Corporation.
9. The Allottee/Purchaser on 2024 approached to the Promoter/Developer and booking out of the allocation of the Promoter/Developer and booked Flat No. on the Floor and one covered car parking space on the ground floor level for parking one medium size car more particularly described in the Third Schedule hereunder written in vacant condition free from all encumbrances for the consideration and on the terms and conditions agreed between the parties.
10. By an agreement dated executed between the Owners, described therein as the Party of the First Part, the Allottee/Purchaser, described therein as the Party of the Second Part and the Promoter/Developer, described therein as the Party of the Third Part, the Promoter/Developer out of the allocation of the Promoter/Developer agreed to sell **ALL THAT** residential Flat No. comprising of bed rooms, one kitchen, toilets, one W.C., one balcony, one living cum dining room admeasuring square feet carpet area equivalent to

..... square feet super built up area be the same a little more or less which is inclusive of prorated share in common Areas and Installations be the same a little more or less situate on the Floor and one covered car parking space on the ground floor level of the ground plus four storied residential building known as “AKSHARA APARTMENT” lying situate at and being 13A, Ramesh Dutta Street (formerly 13A, Manicktala Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 more particularly described in the Third Schedule hereunder written hereinafter referred to as the “said Flat and the said car parking space” respectively hereinafter collectively referred to as the “said Apartment/Unit” in vacant condition **TOGETHER WITH** impartible proportionate share in the land described in the Second Schedule hereunder written Together with the right to use and enjoy common areas and facilities proportionate share of common areas and also as defined under clause (n) of Section 2 of the Act more fully described in the Fifth Schedule hereunder written of the land and building to be constructed on the said premises described in the Second Schedule hereunder written subject to the payment of proportionate share of common areas and facilities mentioned in the Sixth Schedule thereunder written and subject to the Restrictions and House Rules mentioned in the Eighth Schedule hereunder written at and for a total consideration of Rs. (Rupees) only out of which valuation of the said Flat is Rs. (Rupees) only and valuation of the said car parking space is fixed at Rs. (Rupees) only and on account of GST payable at Rs. (Rupees) only free from all encumbrances.

11. Pursuant to the said agreement the Allottee/Purchaser paid booking amount as well as further part payment to the Promoter/Developer in terms of the said agreement for sale.

12. The Developer duly completed construction of the said ground plus four storied residential building named as “AKSHARA APARTMENT” on the said premises comprising of on the ground floor covered car parking spaces, other areas, first floor and above self contained independent residential flats of different sizes, common areas and facilities provided in the said property and the building more particularly described in the Second Schedule hereunder written and on the application made by the Developer, the Kolkata Municipal Corporation issued completion certificate dated to the Developer.

13. The allocations of the Owners and the Developer in terms of the said Development Agreement cum registered Power of Attorney dated was divided and distributed between themselves in accordance with their respective allocations which is recorded in the agreement dated 20..... executed by and between the Owners and the Developer.

14. At or before the execution of these presents the Allottee/Purchaser have fully satisfied himself/herself/themselves as to the:
 - i) All documents and title deed of the said premises.

 - ii) Title of the Owners and the Promoter/Developer.

 - iii) The power and authority of the Owners and the Promoter/ Developer.

- iv) The plan sanctioned by the Kolkata Municipal Corporation.
 - v) The total super built up area equivalent to carpet area equivalent to covered area and location of the said unit to be provided to the Allottee/Purchaser.
 - vi) Construction made on the said premises and materials used for construction on the said premises as well as the said unit.
 - vii) Common areas and facilities in the said building and the said premises.
 - viii) Covenants, conditions, restrictions of this deed of conveyance and agreed to abide by the same.
 - ix) Completion of the building in all respect in the said premises.
 - x) Have caused all necessary searches and having satisfied himself/herself/themselves that the said premises, said Unit and the new building constructed in the said property is free from all encumbrances, liens, charges and nature of construction, common area, measurement, the Allottee/Purchaser have agreed to purchase the said unit and do hereby undertake that the Allottee/Purchaser shall not raise any objection, demand, claim against the Owners and/or the Promoter/Developer on any ground in any manner whatsoever.
15. The Allottee/Purchaser having satisfied with the title of the said premises, said unit as aforesaid and having complied with the terms and conditions of

the said agreement for sale dated requested the Owners and the Promoter/Developer to execute and register Deed of Conveyance in favour of the Allottee/Purchaser of the said unit which the Owners and the Promoter/Developer agreed in the manner stated hereunder.

NOW THIS INDENTURE WITNESSETH as follows:

- I. In pursuance of the said registered Development Agreement cum registered Power of Attorney dated 29th May, 2019 and in pursuance of the said agreement for sale dated and in consideration of a sum of Rs. (Rupees) only being the lawful money of Union of India, the full consideration for sale of the said unit paid by the Allottee/Purchaser to the Promoter/Developer on or before execution of these presents (the receipt whereof and that the same is in full for the price of the said unit the Promoter/Developer doth hereby as well as the receipt hereunder written admit and acknowledge and of and from the payment of the same every part thereof, the Owners and the Promoter/Developer jointly as well as severally doth hereby acquit, release and discharge the Allottee/Purchaser and the said unit) the Owners with the consent of the Promoter/Developer doth hereby grant, sell, convey, transfer, assign, release and assure and unto and to the Allottee/Purchaser out of the allocation of the Promoter/Developer **ALL THAT** residential Flat No. comprising of Bed rooms, one Kitchen, one W.C., Toilets, one Balcony, one Living cum Dining Room, admeasuring square feet super built up area equivalent to square feet carpet area equivalent to square feet covered area be the same a little more or less situate on the Floor demarcated in a map or plan annexed hereto and bordered “RED” in colour and one covered/open car parking space on the ground floor of the ground plus four storied residential building

known as “AKSHARA APARTMENT” constructed on the land of the said premises hereinafter referred to as the “said Flat and the said car parking space respectively” in vacant condition lying situate at and being 13A, Ramesh Dutta Street (formerly 13A, Manicktala Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 more fully and particularly described in the Third Schedule hereunder written Together with undivided impartible proportionate share in the land more particularly mentioned in the Second Schedule hereunder written (the said unit and the said undivided share are hereinafter collectively referred to as the said **UNIT AND THE PROPERTIES APPURTENANT THERETO**) free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever and howsoever and **TOGETHER WITH** the right to use the common areas installations and facilities in common with the Owners, the Co-Purchasers and other lawful occupants of the said new building more particularly described in the Fourth Schedule hereunder written **TO HAVE AND TO HOLD THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever **AND** the Promoter/Developer in pursuance of the said registered Development Agreement cum registered Power of Attorney dated 29th May, 2019 and in pursuance of the said agreement for sale dated and in consideration paid by the Allottee/Purchaser to the Promoter/Developer as aforesaid being the full consideration of the said unit which the Promoter/Developer doth hereby admit and acknowledged and on account of GST amounting to Rs. paid by the Allottee/Purchaser to the Promoter/Developer which the Promoter/Developer duly paid to the appropriate authority, the Promoter/Developer doth hereby relinquish all its right, title and interest of the said unit including all benefits mentioned in this deed of conveyance in favour of the Allottee/Purchaser absolutely and

forever subject to the covenants, conditions mentioned under this deed of conveyance.

II. **AND THE OWNERS AND THE PROMOTER/ DEVELOPER DO HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER** as follows:-

- (a) That the Owners declare that the Owners are the absolute joint owners having undivided share as mentioned in the First Schedule hereunder written in the said property/premises and the said land referred hereinabove and mentioned in the Second Schedule hereunder written free from all encumbrances.
- (b) **THAT** notwithstanding any act deed matter or thing whatsoever by the Owners and the Promoter/Developer done or executed or knowingly suffered to the contrary the Owners and the Promoter/Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said unit hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- (c) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Owners and the Promoter/Developer now have good right full power and absolute authority to grant, convey, transfer, sell and assign all and singular the said unit hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Allottee/Purchaser in the manner as aforesaid.

- (d) **THAT** the said unit hereby sold, granted and conveyed or expressed or intended so to be is now free from all encumbrances, charges made or suffered by the Owners and the Promoter/Developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Owners and the Promoter/Developer.

- (e) **THAT** the Allottee/Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said unit and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners and the Promoter/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

- (f) **THAT** the Allottee/Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispensens or claims and demands whatsoever of the said unit created occasioned or made by the Owners and the Promoter/Developer or any person or persons lawfully or equitably claiming as aforesaid.

- (g) **THAT** the Owners and the Promoter/Developer and all persons having or lawfully or equitably claiming any estate or interest in the said unit or any part thereof through under or in trust for the Owners and the Promoter/Developer shall and will from time to time and at all times hereafter at the request and cost of the Allottee/Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said unit and the properties appurtenant thereto and every part

thereof unto and to the use of the Allottee/Purchaser in the manner as aforesaid as shall or may be reasonably required.

- (h) **THAT** the Owners and the Promoter/Developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said unit and the appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

- (i) **THAT** the Owners and the Promoter/Developer do hereby further covenant with the Allottee/Purchaser that unless prevented by fire or some other irresistible force the Owners and the Promoter/Developer or unless delivered to the Association shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee/Purchaser to produce or cause to be produced to the Allottee/Purchaser or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said unit and the properties appurtenant thereto and also shall at the like request and costs of the Allottee/Purchaser deliver to the Allottee/Purchaser such attested or other true copies or extracts there from as the Allottee/Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and un-cancelled.

- (j) **THAT** upon formation of Association and upon completion of sale of all flats, car parking spaces and other saleable areas of the Promoter/Developer, the Promoter/Developer shall hand over all documents which were delivered by the Owners to the Promoter/Developer

and also sanctioned plan relating to the said property under the custody of the Promoter/Developer to the Association.

III. **AND THE ALLOTTEE/PURCHASER SHALL TO THE INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER/DEVELOPER** as follows:

- (a) **THAT** so long the Association is formed and Rules and Regulations are not formed as stated hereunder, the Allottee/Purchaser and all other persons deriving title under it shall and will at all times hereafter observe the Rules and restrictions regarding the user set forth in the **SIXTH SCHEDULE** hereunder written.
- (b) **THAT** the Allottee/Purchaser shall at all times hereafter from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings as mentioned in the **FIFTH SCHEDULE** hereunder written including all impositions, Taxes, and other levies and outgoings which may from time to time be imposed or become payable in respect of the said unit and proportionately for the new building as a whole and for the common parts and portions.
- (c) The Allottee/Purchaser shall pay such amount as mentioned in clause (b) hereinabove shall be deemed to be due and payable on and from the date of possession whether physical possession of the said unit and common areas and facilities of the premises and/or new building have been taken or not

by the Allottee/Purchaser. The said amounts shall be paid by the Allottee/Purchaser without raising any objection thereto regularly and punctually within 7 (seven) days to the Promoter/Developer and upon formation of Association and taking charge from the Promoter/Developer to the Association.

- (d) The Allottee/Purchaser shall use the said Flat for residential purpose and shall not use for any illegal or immoral purpose nor shall use the same Boarding House, School, Club House, Nursing Home, amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever and not do or perform anything which may or is likely to cause nuisance or annoyance to the Promoter/Developer, Owners and occupiers of the said building or for no other purposes.
- (e) **THE** Allottee/Purchaser shall within three months from the date of execution of these presents at the cost, charge and expenses of the Allottee/Purchaser apply for mutation of the name of the Allottee/Purchaser as the owner of the said unit from Kolkata Municipal Corporation and other Appropriate Authority or Authorities and shall also obtain separate assessment of the said unit. It is also agreed so long the said unit are not separately assessed, the Allottee/Purchaser shall pay the proportionate share of the assessed Municipal tax and other taxes and impositions payable in respect of the said unit, such amount to be determined by the Owners and the Promoter/Developer and upon formation of the Association by such Association without raising any objection.

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

- (a) **THAT** the undivided share in the land underneath the building comprised in the said unit hereby sold and transferred and attributable to the said unit shall always remain indivisible and impartible.
- (b) **THAT** the right of the Allottee/Purchaser shall remain restricted to the said unit only.
- (c) At or before entering into these presents the Allottee/Purchaser have made himself/herself/themselves aware that the said new building which is a residential building and the Allottee/Purchaser agree to maintain the decency of the said **NEW BUILDING** and shall not do any act, deed or thing nor permit any act, deed or thing to be done which is likely to adversely affect the decency of the said new building.
- (d) The Promoter/Developer shall be at liberty to put signboard on the front wall of the building or any part of the building and the Allottee/Purchaser shall not have any right to object the same. However, such signboard shall not block way for light/air/any form of egress and ingress to the said unit of the Allottee/Purchaser.
- (e) The Owners and the Promoter/Developer will be at liberty to deal with dispose of the remaining unsold Flats, unsold car parking spaces open and covered and other open and covered constructed areas in the ground floor of the said building (which is not expressly declared as a common area) in any manner whatsoever for such consideration and such terms and conditions as the Owners and the Promoter/Developer may desire and the

Allottee/Purchaser shall not have any objection whatsoever and do hereby give their consent.

- (f) Upon formation of Association and taking charges from the Owners and the Promoter/Developer entire building and upon payment of all dues of the Owners and the Promoter/Developer, the Promoter/Developer will hand over all title deeds, sanctioned plan and all documents relating to the said premises to the Association which are lying in the custody of the Promoter/Developer.

V. **AND THE ALLOTTEE/PURCHASER DO TH HEREBY FURTHER AGREE AND COVENANT WITH THE OWNERS AND THE PROMOTER/DEVELOPER** as follows:-

- i) Until the formation of the Association, the Promoter/Developer or any person authorized by the Promoter/Developer shall continue to provide maintenance and services for the common parts and portions **SUBJECT HOWEVER** to the Purchaser regularly and punctually making payment of proportionate share of maintenance and service charges more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written.
- ii) The Owners, Co-owners, Purchasers and the Promoter/Developer shall form the Association with such Rules and Regulations the law provisions for formation or incorporation of such Association the Purchaser doth hereby further commit the Association to become member of the said Association and to abide by the Rules and Regulations as may be framed from time to time.

- iii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges, the Purchaser shall be liable to pay interest payable to the authorities on the defaulted amount.

- iv) The amounts deposited by the Purchaser as and by way of Sinking Fund /Development Fund shall continue to remain with the Developer until such time the Holding Organization/Association/Society/ Service Company takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of municipal rates taxes and other outgoings including maintenance charges.

- v) The right of the Purchaser shall remain restricted to the said unit and in no event the Purchaser or any person claiming through them shall be entitled to stretch or expand its claims over and in respect of the other parts of the building **AND** the Purchaser do hereby further covenant and assure that the Purchaser shall not interfere with to carry out repairs renovations and improvements in the said building and the right of the Owners and the Promoter/Developer in selling transferring making out or letting out the remaining unsold units/flats/open as well as covered areas/open as well as covered car parking spaces which will be the exclusive property of the Owners and the Promoter/Developer who will be at liberty to deal with the same in any manner whatsoever.

- vi) The Purchaser shall bear and pay the proportionate cost as will be determined by the Developer immediately upon demand by the Developer without raising any objection for installation of Generator, Transformer and sub-station and cabling deposit to the West Bengal State Electricity Distribution Company Limited or such other Authority and works contractor as applicable.
- vii) The Owners and the Promoter/Developer will be at liberty to install telecom tower on the roof of the building and the rental of such tower shall be shared between the Owners and the Promoter/Developer at the ratio of 50 : 50 and the Allottee/Purchaser, other flat owners, occupiers, Residents and the Association shall not have any right to object the same on any ground whatsoever.
- viii) Simultaneously at the time of execution and registration of the deed of conveyance, the Promoter/Developer will allot one car parking space out of Promoter/Developer's allocation on temporary basis and a lottery will be held by the Promoter/Developer for allotment of car parking spaces and after lottery actual allotment of the car parking space will be allotted to the Allottee/Purchaser and the same shall be final and binding upon the Allottee/Purchaser and the decision of allotment of the final car parking space to be made by the Promoter/Developer as aforesaid will be final and binding upon the Allottee/Purchaser. The Allottee/Purchaser shall not have any right to claim the temporary car parking space on any ground whatsoever.
- ix) The Allottee/Purchaser shall bear and pay the proportionate cost as will be determined by the Promoter/Developer immediately upon demand by the Promoter/Developer without raising any objection for installation of Generator, Transformer and sub-station and cabling deposit to the CESC Limited or such other Authority and works contractor as applicable.
- x) In the event any further sanction is obtained by the Owner and the Promoter/Developer for further construction, modification, additions in the

said building or as per the advice of the Architect, the Owner and the Promoter/Developer will be at liberty to do further constructions, additions, alterations as may be decided mutually between the Owner and the Promoter/Developer without affecting the structural stability and the Allottee/Purchaser shall not have any objection and shall assist the Owner, Promoter/Developer in all respect to complete such construction at the costs and expenses of the Promoter/Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

1. One Joy Bhundy Dutt was absolutely seized and possessed of and sufficiently entitled to **ALL THAT** partly one partly two and partly three storied brick built messuage tenement or dwelling house together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation 1 Bigha 10 Cottahs be the same a little more or less situate lying at and being a portion of premises No. 13, Manicktola Street now Ramesh Dutt Street in Sutanutty in the North Division on the town of Calcutta now Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006 together with right over the common passage leading from and to Manicktola Street now known as Ramesh Dutt Street as also the right over the common passage leading from and to Chittaranjan Avenue, hereinafter referred to as the "said property" free from all encumbrances, liens, lispens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and enjoyed the same without any obstructions, interferences whatsoever and howsoever until the time hereinafter mentioned.
2. By an Indenture dated 15th April, 1914 made between Joy Bhundy Dutt, described therein as the Vendor of the One Part and Jagannath Prosad Roy,

described therein as the Purchaser of the Other Part, the Vendor therein for the consideration therein mentioned sold, conveyed and transferred to the Purchaser therein the said property which was registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 3, entered in Pages from 240 to 247, Being No. 1258, for the year 1914.

3. The said Jagannath Prosad Roy prior to his death by several deeds of conveyances on different dates for the consideration mentioned therein sold portions of the said property to different purchasers and after selling the portions of the said property, said Jagannath Prosad Roy was seized and possessed of and was sufficiently entitled to various immovable properties and also ALL THAT brick built three storied building together with piece and parcel of the land admeasuring 17 Cottahs 13 Chittacks 33 square feet be the same a little more or less situate lying at and being premises No. 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006.
4. The said Jagannath Prosad Roy died testate on 18th June, 1961 leaving behind him and surviving his wife namely Smt. Kanak Lata Roy and four sons namely (1) Jogendra Narayan Roy, (2) Mahendra Narayan Roy, (3) Girindra Narayan Roy, (4) Dharendra Narayan Roy and two daughters namely (1) Minakshi Roy and (2) Tara Sundari Roy, as his only heirs, heiresses and legal representatives as the mother of the said Jagannath Prosad Roy namely Smt. Sarala Bala Roy predeceased him since a long time back.
5. Prior to the death of the said Jagannath Prosad Roy, the said Jagannath Prosad Roy executed his last Bengali Will dated 6th March, 1960 whereby and where under he appointed his third son namely Sri Girindra Narayan

Roy and fourth son namely Dharendra Narayan Roy as the Executors to his said Bengali Will and Testament and in the said Will the said Jagannath Prosad Roy did not make any provisions with regard to his movable and immovable properties to his second son Mahendra Narayan Roy.

6. By his said Will dated 6th March, 1960 the said Jagannath Prosad Roy directed his executors to pay out of his estate Rs. 20,000/= in a lump to each of his daughters Smt. Minakshi and Sm. Tara Sundari and Rs. 15,000/= in a lump to his eldest son Jogendra Narayan Roy and Provided that his wife Sm. Kanak Lata should get one eighth part or share of the net income of his estate for her maintenance as long as she would live and gave devised and bequeathed the rest and residue of his estate excepting premises No. 257, Chittaranjan Avenue, Kolkata (which was bequeathed to his eldest son the said Jogendra Narayan Roy in equal shares absolutely).
7. By his said Will dated 6th March, 1960, the said Jagannath Prosad Roy further directed his executors to pay his just debts all expenses for taking out the probate of the said Will the Estate Duty payable in respect of his estate and to spend Rs. 5,000/= for his sradh.
8. By his said Will dated 6th March, 1960 the said Jagannath Prosad Roy provided and declared that for making the payments aforesaid, if money is required his executors would be entitled to sell, if they think it fit, any property belonging to his estate excepting the said premises No. 257, Chittaranjan Avenue, Kolkata.
9. Under the said last Bengali Will dated 6th March, 1960 of the said Jagannath Prosad Roy, the said Jagannath Prosad Roy bequeathed to his third and fourth sons namely Girindra Narayan Roy and Sri Dharendra Narayan Roy

respectively in equal shares whatever properties will be left behind after his death.

10. The said executors named in the said Bengali Will dated 6th March, 1960 of the said Jagannath Prosad Roy namely Girindra Narayan Roy and Dharendra Narayan Roy filed an application in the Hon'ble High Court at Calcutta under its Testamentary and Intestate Jurisdiction for grant of probate of the said Bengali Will dated 6th March, 1960 which was marked as Matter No. 206 of 1961 (In the Goods of Jagannath Prosad Roy, deceased).
11. The eldest son of the said Jagannath Prosad Roy namely the said Jogendra Narayan Roy filed a caveat in the goods of the said Jagannath Prosad Roy deceased and the same was marked as Testament Suit No. 7 of 1962.
12. The said Testamentary Suit No. 7 of 1962 was contested by the legal heirs of the said Jagannath Prosad Roy.
13. By a decree made by the said High Court at Calcutta in its Testamentary and Intestate Jurisdiction on the 26th day of July, 1962 in the said Testamentary Suit No. 7 of 1962 wherein the said Girindra Narayan Ray and Dharendra Narayan Roy were the plaintiffs and the said Jogendra Narayan Roy was the defendant, the Caveat so filed as aforesaid was discharged and it was inter alia ordered and decreed that the probate of the said last Will and Testament of the said Jagannath Prosad Roy deceased with a copy of the Will annexed be granted and issued to the plaintiffs namely the said Girindra Narayan Ray and Dharendra Narayan Roy as the executors therein named and that the plaintiffs should pay to the defendant the said Jogendra Narayan Roy an additional sum of Rs. 5,000/= within three months of the date of the property

appertaining to the estate of the said Jagannath Prosad Roy deceased and that such sale should be done in order to liquidate the liability of the said estate.

14. In the premises, by virtue of the grant of probate of the said last Bengali Will and Testament dated 6th March, 1960 of the said Jagannath Prosad Roy, since deceased except Mahendra Narayan Roy all other legal heirs namely his wife Smt. Kanak Lata Roy and his four sons namely (1) Jogendra Narayan Roy, (2) Mahendra Narayan Roy, (3) Girindra Narayan Roy, (4) Dharendra Narayan Roy and two daughters namely (1) Minakshi Roy and (2) Tara Sundari Roy inherited the entire estate of the said Jagannath Prosad Roy in the manner and as per the directions mentioned in the said last Bengali Will of the said Jagannath Prosad Roy as aforesaid.
15. In the premises, by virtue of grant of probate of the said last Bengali Will of the said Jagannath Roy his third son and fourth son namely Girindra Narayan Roy and Sri Dharendra Narayan Roy inherited undivided equal share, inter alia, of the properties namely 13A, Ramesh Dutta Street and No. 1, Dharamtolla Street, Kolkata.
16. In the premises, pursuant to the aforesaid directions mentioned in the said Will of the said Jagannath Prosad Roy, the said Girindra Narayan Roy and Dharendra Narayan Roy was jointly entitled and became absolute joint owners and were seized and possessed of various immovable properties including ALL THAT partly two storied and partly three storied messuage, tenement house and land, hereditament and premises together with the land thereto belonging and on part whereof the same is erected and built containing by estimate 4 Cottahs be the same a little more or less situate lying at 13/1/1A, Adwaita Mallick Lane, Kolkata-700 006 and ALL THAT two storied brick built messuage, tenement dwelling house land hereditament

and premises together with the piece and parcel of the land admeasuring 17 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being premises No. 13A, Ramesh Dutta Street, Kolkata-700 006 having undivided equal share each and enjoyed the same without any obstructions, interferences as absolute joint owners thereof until the time hereinafter mentioned.

17. By a registered agreement for sale dated 17th June, 1963 made between the said Girindra Narayan Roy and the said Dharendra Narayan Roy, described therein as the Landlords, Executors to the estate of Jagannath Prosad Roy, deceased of the First part and Smt. Suraj Devi Damani, described therein as the Purchaser of the Other Part, the said Girindra Narayan Roy and the said Dharendra Narayan Roy for a valuable consideration sold to Smt. Saraj Devi Damani ALL THAT partly two storied and partly three storied messuage, tenement house and land, hereditament and premises together with the land thereto belonging and on part whereof the same is erected and built containing by estimate 4 Cottahs be the same a little more or less situate lying at 13/1/1A, Adwaita Mallick Lane, Kolkata-700 006 and ALL THAT piece and parcel of the land admeasuring 5 Cottahs 5 Chittacks be the same a little more or less being the portion of the Municipal premises No. 13A, Ramesh Dutta Street, Kolkata-700 006 which is subsequently renumbered as premises No. 13, Ramesh Dutta Street, Kolkata-700 006 more particularly described in the Schedule thereunder written which was registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 121, Pages 49 to 55, Being No. 3587 for the year 1963.
18. In the premises, the said Girindra Narayan Roy and Dharendra Narayan Roy were jointly entitled to and became absolute joint owners and were seized and possessed of and sufficiently entitled to ALL THAT partly one storied

and partly two storied brick built messuage tenement and dwelling house together with piece and parcel of the land thereunto belonging and/or part whereof the same is erected containing an area 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being remaining portion of the premises No. 13A, Ramesh Dutta Street (formerly 13A, Manicktalla Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 together with the right over the common passage leading from and to Manicktala Street now known as Ramesh Dutta Street as also the right over the common passage leading from and to Chitta Ranjan Avenue more fully and particularly described in the First Schedule hereunder written hereinafter referred to as the "said premises" as absolute joint owners having undivided equal share each free from all encumbrances, liens, lispens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and were in khas possession of the same and enjoyed the same without any obstructions, interferences until the time hereinafter mentioned.

19. The said Girindra Narayan Roy died intestate on 28th October, 2012 leaving behind him and surviving his five sons namely (1) Prasanta Roy, (2) Dilip Kumar Roy, (3) Tridip Kumar Roy, (4) Sandip Roy, (5) Sudip Kumar Roy as his only heirs and legal representatives under the Hindu Succession Act, 1956 and by virtue of the law of inheritance the legal heirs of the said Girindra Narayan Roy inherited 1/5th share of fifty per cent undivided share in the said premises in equal share of said premises as the wife of the said Girindra Narayan Roy namely Jolly Roy died on 28th October, 2012 and his mother Kanaklata Roy predeceased him.

20. The said Dharendra Narayan Roy died intestate on 4th May, 1998 leaving behind him and surviving his one son namely Dipak Roy and two married

daughters namely (1) Suchandra Roy Karmakar and (2) Supriya Roy now Supriya Das and legal heirs of the deceased.

21. The wife of the said Dharendra Narayan Roy namely Mahamaya Roy died intestate on 1st October, 2016 leaving behind her and surviving her only one son namely Dipak Roy and two daughters namely (1) Suchandra Roy Karmakar and (2) Supriya Ray now Supriya Das as her only heirs, heiresses and legal representatives under the Hindu Succession Act, 1956.
22. In the premises, after the death of the said Dharendra Narayan Roy, his one son namely Dipak Roy who inherited 16.66 per cent undivided share each in the said premises and two married daughters namely Smt. Suchandra Roy Karmakar inherited 16.67 and Smt. Supriya Das inherited 16.66 per cent undivided share in the said premises each and legal heirs of Dharendra Narayan Roy, deceased married daughter of Dharendra Narayan Roy namely (1) Dipak Roy, (2) Suchandra Roy Karmakar, (3) Supriya Das inherited 50 per cent undivided share of the Owners' allocation in the said premises each by virtue of the law of inheritance the legal heirs of the said Dharendra Narayan Roy as his mother Kanaklata Roy predeceased him.
23. The said Prasanta Roy died intestate on 23rd January, 2017 leaving behind him and surviving his only son namely Subhadip Roy as his only heir and legal representative under the Hindu Succession Act, 1956 and by virtue of the law of inheritance who inherited entire estate of Prasanta Roy including undivided 10 per cent of Owners' allocation share in the said property as the mother of the said Prasanta Roy namely Jolly Roy died on 23rd October, 1995 and wife of the said Prasanta Roy namely Sarbani Roy died on 21st January, 2017 i.e. the mother and the wife predeceased the said Prasanta Roy.

24. In the premises, by law of inheritance Sri Dilip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of Owners' allocation in the said premises, Sri Sandip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of Owners' allocation in the said premises, Sri Sudip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of the Owners' allocation in the said premises, Sri Dipak Roy, son of Late Dharendra Narayan Roy inherited 16.66% undivided share of Owners' allocation in the said premises, Smt. Suchandra Roy Karmakar, daughter of Late Dhirenra Narayan Roy inherited 16.67% undivided share of the Owners' allocation in the said premises, Smt. Supriya Das, daughter of Late Dharendra Narayan Roy inherited 16.66% undivided share of Owners' allocation in the said premises, Sri Subhadip Roy, son of Late Prasanta Roy inherited 10% undivided share of Owners' allocation in the said premises, Smt. Lipika Roy, wife of Tridip Kumar Roy inherited 3.33% undivided share of Owners' allocation in the said premises, Sri Joydeep Roy, son of Late Tridip Kumar Roy inherited 3.34% undivided share of Owners' allocation in the said premises, Smt. Joyeeta Roy, daughter of Late Tridip Kumar Roy inherited 3.33% undivided share of Owners' allocation in the said premises.
25. The said Tridip Kumar Roy, son of Girindra Narayan Roy died intestate on 20th March, 2004 leaving behind him and surviving his wife namely Lipika Roy and one son namely Joydeep Roy and one daughter namely Joyeeta Roy as his only heirs, heiress and legal representative under the Hindu Succession Act, 1956 inherited the entire estate of the said Tridip Kumar Roy including his undivided 3.33% per cent share of the Owners' allocation each in the said property absolutely and in equal share as the mother of the said Tridip Kumar Roy namely Jolly Roy predeceased the said Tridip Kumar Roy.

26. By virtue of mutual understanding between the legal heirs of Girindra Narayan Roy and Dhirendra Narayan Roy, have agreed that legal heirs of Girindra Narayan Roy will get 58% of land owners' allocation and the legal heirs of Dhirendra Narayan Roy will get 42% of land owners' allocation as Late Girindra Narayan Roy and his sons had undertaken all the legal and other proceedings and incurred all costs, charges and expenses for getting vacant possession of the said premises No. 13A, Ramesh Dutt Street, Kolkata-700 006.
27. By virtue of another mutual understandings of legal heirs and heiresses of Late Girindra Narayan Roy, his second son Sri Dilip Kumar Roy will get 1/3 of the allocation of the shares of Late Girindra Narayan Roy, Sandip Roy will get 1/6, Subhadip Roy, son of Late Prasanta Roy will get 1/6 and Smt. Lipika Roy, wife of Late Tridip Kumar Roy, Joydeep Roy, son of Late Tridip Kumar Roy and Joyeeta Roy, daughter of Late Tridip Kumar Roy each will get 1/18 of Late Girindra Narayan Roy's in the manner (1) Dilip Kumar Roy – 2/6 of 58%, (2) Sandip Kumar Roy – 1/6 of 58%, (3) Sudip Roy – 1/6 of 58%, (4) Subhadip Roy – 1/6 of 58%, (5) Lipika Roy – 1/18 of 58%, (6) Joydeep Roy – 1/18 of 58%, (7) Joyeeta Roy – 1/18 of 58% of the said premises.
28. In the premises, by virtue of law of inheritance the Owners are absolutely seized and are possessed of and sufficiently entitled to the said premises as absolute joint owners having shares in the said premises mentioned herein above free from all encumbrances, liens, lispens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and are in khas possession of the same and enjoying the same without any obstructions, interferences whatsoever.

29. It is mutually agreed by and between the legal heirs and heiresses of Late Dharendra Narayan Roy agreed to distribute the share of the said premises of Late Dharendra Narayan Roy in the manner that (1) Suchandra Roy Karmakar – 1/3 of 42% i.e. 14%, (2) Supriya Das – 1/3 of 42% i.e. 14% and (3) Dipak Roy – 1/3 of 42% i.e. 14% of the said premises.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The said Premises/said Building)

ALL THAT ground plus four storied building partly residential comprising of on the ground floor open and covered car parking spaces, Darwan's room, common areas and on the first floor and above residential flats of different sizes and partly commercial comprising of on the ground floor on the first floor whereof the same is erected containing an area 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being a portion of the premises No. 13A, Ramesh Dutta Street (formerly 13A, Manicktalla Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 together with the right over the common passage leading from and to Manicktala Street now known as Ramesh Dutta Street as also the right over the common passage leading from and to Chitta Ranjan Avenue under Ward No. 026, Assessee No. 110263200263 of Kolkata Municipal Corporation butted and bounded as follows that is to say:

ON THE NORTH : 14/4 & 14/2, Ramesh Dutta Street, Kolkata-700 006.

ON THE SOUTH : 13B, Ramesh Dutta Street, Kolkata-700 006.

ON THE EAST : 257 and 259, C.R. Avenue, Kolkata-700 006 and partly by 20 feet wide Road.

ON THE WEST : 12A & 12B, Ramesh Dutta Street, Kolkata-700 006.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(The said Flat, said Apartment/Unit)

ALL THAT residential Flat No. situate on the floor comprising of Bed rooms, one Kitchen, Toilets, one W.C., one Balcony, one Living cum Dining Room, admeasuring square feet carpet area equivalent to square feet super built up area be the same a little more or less which is inclusive of prorate share in common Areas and Installations be the same a little more or less situate on the Floor and one open/covered car parking space on the ground floor of the proposed ground plus four storied residential building known as “AKSHARA APARTMENT” lying situate at and being 13A, Ramesh Dutta Street (formerly 13A, Manicktala Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 **TOGETHER WITH** impartible proportionate share in the land more particularly described in the Second Schedule hereinabove written **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Areas)

1. Path passages and driveways in the premises other than those reserved for any purpose and those meant or intended to be reserved for parking of

motors cars or marked for the Owners and the Developer or for use of any co-owners.

2. Staircase, lobby, roof and landings.
3. Room and the bathroom for darwan.
4. Electrical wiring and fitting and fixtures for lighting the staircase, lobby and landings.
5. Lift including electrical installations with main switch and meter and space required therefor.
6. Municipal water Supply connection.
7. Overhead water tank and underground water reservoir with distribution pipes there from connection to different Apartments/ Units and from the underground water or to the over-head water tank.
8. Water waste and sewage evacuation pipes from the Apartments / Units to drain and sewers common to the building.
9. Drains and sewers from the building to the Municipality drain.
10. Main gate for entrance to the premises.
11. Boundary wall to the premises.
12. Roof of building.

13. 24 hours security services by guards.
14. Such other common areas and facilities as may be made for common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **MAINTENANCE** All costs and expenses for maintaining, whitewashing, pointing, repainting, repairing, renovating and replacing the common areas machineries, equipments installations and accessories for common services, utilities and facilities (including the out walls of the buildings).
2. **OPERATONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, water pump with motor etc.).
3. **STAFF :** The salaries of and all other expenses on the staff to be employed for the common purpose (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Owners or any agency looking after the common purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Unit).

6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and Utilities (including electricity, water etc.) and all charges incidental thereto.
7. **RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners and/or the Association for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Rules and Regulations)

1. As from the date of possession of the said unit, the Purchaser do hereby agree and covenant as follows:
 - (a) To co-operate with the Owners, other Co-Purchasers and the Developer in the management and maintenance of the said building known as “AKSHARA APARTMENT”
 - (b) To observe the Rules framed from time to time by the Developer and upon formation of the Association by the Association.
 - (c) To use the said Flat for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said buildings or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, School, Coaching/Tuition Center, Club

House, Nursing Home, amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever and to use covered car parking space only for parking car and subject to the Rules and Regulations of the Developer or Association.

- (d) Not to subdivide the said unit or any portion thereof.
- (e) To maintain or remain responsible for the structural stability of the said unit as well as the said building and not to do anything which has the effect of affecting the structural stability of the building.
- (f) To allow the Developer and the Association with or without workmen to enter into the said unit for the purpose of maintenance and repairs.
- (g) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said unit and common areas and facilities of the complex and proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposition on account thereof in the manner mentioned hereunder to the Developer or the Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said unit and common areas and facilities of the building have been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Developer or Association.
- (h) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or in the compound or any portion of the

building or in the complex except the portion, if any which is separately kept.

- (i) Not to store or bring and allow to be stored in the said unit and in the complex any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (j) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in the complex in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (k) Not to damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto or the building or the complex.
- (l) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Developer or the Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer or Association may affect the elevation in respect of the exterior walls of the said building.

- (m) Not to install grills the design of which have not been approved by the Developer or the Architect or the Association.
- (n) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (o) Not to make in the said unit any structural addition and/or alterations such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer or the Association and with the sanction of the Rajpur Sonarpur Municipality and/or any concerned authority as and when required.
- (p) The Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- (q) To abide by such building Rules and Regulations as may be made by the Developer or by the Association without raising any objection.

2. The Purchaser doth hereby agree that:

- i) The right of the Purchaser shall remain restricted to the said unit which however includes the rights to use and enjoy common areas and facilities of Emerald Court as mentioned under this agreement.
- ii) Subject to aforesaid rights as mentioned in Clause 2 (i) as aforesaid, the Purchaser shall not have any right or claim in respect of the other

portions of the said building or remaining portion of the land on which the proposed building will not be constructed.

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

SIGNED AND DELIVERED by the
OWNERS represented by their
Constituted Attorney Omkar Devcon
Properties Private Limited by virtue of the
registered Development Agreement cum
Development Power of Attorney dated 29th
May, 2019 who is represented by Sri
Arunagata Das at Kolkata in presence of :

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

**SIGNED SEALED AND
DELIVERED by the PROMOTER/
DEVELOPER represented by Sri
Arunagata Das, one of the Directors of
the Promoter/ Developer who is duly
authorized by virtue of the Board
Resolution dated 29th February, 2012 at
Kolkata in the presence of :**

RECEIVED from within named Allottee/Purchaser within sum of Rs.
(Rupees) only as per Memo below:

MEMO OF CONSIDERATION

1.	Received by Cheque No. dated drawn on Bank, Branch drawn in favour of the Promoter/Developer as and by way of part payment and consideration money of Flat value amounting to	: Rs
2.	Received by Cheque No. dated drawn on Bank, Branch drawn in favour of the Promoter/Developer as and by way of part payment and consideration money of GST value amounting to	: Rs.
3..	Received by Cheque No. dated drawn on Bank, Branch drawn in favour of the Promoter/Developer as and by way of part payment and consideration money of Flat value amounting to	: Rs.
4.	Received by Cheque No. dated drawn on Bank, Branch drawn in favour of the Promoter/Developer as and by way of part payment and consideration money of GST value amounting to	: Rs
5.	Received by Cheque No. dated drawn on Bank, Branch drawn in	

	favour of the Promoter/Developer as and by way of part payment and consideration money of car parking value amounting to	: Rs.
6.	Received by Cheque No. dated drawn on Bank, Branch drawn in favour of the Promoter/Developer as and by way of part payment and consideration money of car parking value amounting to	: Rs.
	Total Amount	: Rs.

(Rupees) only

WITNESSES:

1.

2.

Drafted by:

(D. MITRA),
Solicitor & Advocate,
High Court, Calcutta.
10, Old Post Office Street,
Room No. 29, First Floor,
Kolkata-700 001.
Enrollment No. W/B/1348/1977
Mobile: 9831462881 & 8337062881.

= 52 =

\$

DATED THIS DAY OF 2024

\$

AMONGST

SRI DILIP KUMAR ROY & ORS.

..... OWNERS

AND

_____.

..... PURCHASER

AND

MESSRS OMKAR DEVCON

PROPERTIES PRIVATE LIMITED

..... DEVELOPER

DEED OF CONVEYANCE

MR. D. MITRA,
SOLICITOR & ADVOCATE,
ROOM NO. 29, FIRST FLOOR,
10, OLD POST OFFICE STREET,
KOLKATA-700 001.
Mobile: 9831462881 & 8337062881