

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of , Two Thousand
and Twenty Five (2025)

BETWEEN

SRI SANJAY KUMAR DAS, (AADHAAR - 9601 1519 8393), (PAN-ADTPD6784G), (Mobile -), Son of Late Joyprosad Das, by faith-Hindu, by Nationality Indian, by Occupation-Retired, residing at 288 Lake Gardens. P.S. Lake P.O. Lake Gardens. Kolkata 700045 of the **FIRST PART**

AND

(1), (Aadhaar No.-) (PAN No.-), (Mobile No.-) S/O., by faith:Hindu, by Occupation:, residing at Hereinafter referred to as the **PURCHASER (Which expression shall unless excluded by or repugnant to the context be deemed to include her respective heirs, Executors, Administrators, Legal Representatives and assigns) of the **SECOND PART****

AND .

MESSRS. 'SPANDAN INFRA PROJECTS LLP' (PAN No- AEHFS1104C) a company registered under the Companies Act, 1956 presently having its registered office situated at No.7/1-A, Hazra Road, Edcons Chamber, P.O.- Kalighat, P.S.-Bhowanipur, Kolkata-700 026 and is herein represented by one of its Partner **Sri KAMAL DAS, (Aadhaar No.-7644 1573 2461), (PAN No.ADWPD1069K), (Mobile No.98300 24077), S/o Late. Taraklal Das, hereinafter called referred to as the **PROMOTER/DEVELOPER** (which expression shall unless excluded or repugnant to the context be deemed to include their respective Heirs, Executors, Administrators, Legal Representatives and assigns) of the **THIRD PART.****

WHEREAS

A. One Sri Sanjay Kumar Das was absolutely seized and possessed of or otherwise well and Sufficiently entitled to ALL THAT the piece or parcel of land containing by ad-measurementan area of about 05 cottahs 04 Chattak and 32 Sq.ft be the same a little more or less together with the two storied building and structure standing thereon and being plot no 69 Now being municipal premises No. 288 Lake Gardens Kolkata 700045 ,P.S.-Lake, P.O.- Lake Gardens, Ward No.- 93 (hereinafter referred to as the said **PREMISES**) and is

morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

WHEREAS by virtue of an Indenture of Conveyance dated 21st day of August 1937 made between Abdur Rahaman and Others therein mentioned as the Vendors of the First Part and Satish Chandra Mitra, the Co-Commissioner, according to the order of the Hon'ble Court of Judicature at Fort William in Bengal in its Original Civil Jurisdiction being Partition Suit No.1221 of 1916 therein mentioned as the Confirming Party of the Second Part and Mugneeram Bangur & Company therein mentioned as the Purchaser of the Third Part and the said Vendors, with the confirmation of the Confirming Party sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser ALL THAT piece and parcel of land comprising C.S. Plot Nos.227 & 230 of Mouza Arakpur, J.L. No.- 39, Police Station Jadavpur, Sub-Registry Office Alipore, in the District of 34-Parganas since South 24-Parganas and the said Indenture of Conveyance was registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 95, Pages from 1 to 50, Being No. 3547 for the year 1937.

AND WHEREAS subsequently by different pattas of different dates the said Mugneeream Bangur & Company acquired Mourushi Mokarari interest in most of the lands acquired by them as aforesaid and others adjacent lands belonging to them in which they had no such interest.

AND WHEREAS many of the lands acquired by them as aforesaid were in the occupation of tenants and the said Mugneeram Bangur & Company by different kobals of different dates acquired the interest of such tenants and came to be in khas possession of such lands.

AND WHEREAS thereafter said Mugneeream Bangur & Company developed the sadi lands into residential colony and declared them as lake colony schema Nos. 1, 2 etc. since 1937.

AND WHEREAS according to the development scheme the said Mugneeram Bangur & Company constructed pucca surface drains, roads and divided the

lands into small building sites or plots numbered serially for identification on the Scheme Plans.

AND WHEREAS by a Deed of Conveyance dated 11/01/1956, duly registered at the office of the Sub-Registrar Alipore and recorded in Book No. I, Volume No. 29, Pages from 1 to 23, Being No. 822 for the year 1956, the said Mugneeram Bangur & Company for the consideration mentioned therein granted, sold and conveyed the said land comprised in the said Lake Colony including the Mourashi Mokarari land measuring 5 Cottahs 4 Chittaks 32 sq.ft. more or less which land measuring 2 Cottahs 9 Chittaks 29 sq.ft. in portion C.S. Plot No. 227/109 and land measuring 2 Cottahs 11 Chittaks 3 sq.ft. in portion of C.S. Plot No. 203 of Mouza Arakpur being Plot No. 69 of Bangur Park South Block 'A' originally known as Lake Colony Scheme No. 1 to Bangur Land Development Corporation Ltd.

AND WHEREAS being seized and possessed in absolute right, the said Bangur Land Development Corporation Ltd. by a registered Deed of Conveyance dated 10/07/1958, duly registered in the office of the Sadar Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 99, pages from 290 to 297, Being No. 6318 for the year 1958 for the consideration therein mentioned sold, transferred and conveyed the said Plot No. 69 of Bangur Park South Block 'A' containing an area of 3 Cottahs 8 chittaks 27 sq.ft. more or less to Sri Kali Banerjee son of Manindra Nath Banerjee and Smt. Priti Banerjee wife of Kali Banerjee.

AND WHEREEAS by virtue of aforesaid purchase, the said Sri Kali Banerjee and Smt. Priti Banerjee became the joint Owners of the said land measuring 5 Cottahs 4 Chittaks 32 sq. ft. more or less being Plot No. 69 of Bangur Park South Block 'A' having ejmali rights and lawfully seized and possessed of the said land in equal share without any hindrances and interruptions from others.

AND WHEREAS the said Sri Kali Banerjee and Smt. Priti Banerjee jointly mutated their names in the office of the then Calcutta Corporation in respect of the said plot of land and paying rents and taxes regularly.

AND WHEREAS the said Sri Kali Banerjee and Smt. Priti Banerjee thereafter jointly got ad building plan sanction by the then Calcutta Corporation for construction of a one storied building and constructed a one storied residential building in the said plot of land as per the said sanctioned plan.

AND WHEREAS thereafter by Deed of Gift dated 13th day of May 1964 the said Sri Kali Banerjee granted, transferred, conveyed, assure and assigned his undivided 1/2 share of the land measuring 2 Cottahs 10 Chitaks 16 sq.ft. out of 5 Cottahs 4 Chittaks 32 sq.ft. more of less being Plot No. 69 of Bangur Park South Block 'A' and undivided 1/2 share of one storied building unto and in favour of his wife Smt. Priti Banerjee absolutely fore ever and free from all encumbrances and the said Deed of Gift was registered at the office of the Registrar of Assurances, Calcutta and recorded in Bloor No. I, Volume No. 108, Pages 1 to 8, Being No. 2695 for the year 1964. .

AND WHEREAS the said Smt. Priti Banerjee became the Owner of said land measuring 5 Cotthas 4 Chittaks 32 sq.ft. more or less being Plot No. 69 of Bangur Park South Block 'A' i.e. by virtue of purchase 1/2th share and by virtue of Deed of Gift 1/2 Share.

AND WHEREAS while in possession of the said land, the said Smt. Priti Banerjee by executing and Indenture of Sale dated 29th day of April 1970 duly registered in the office of the Joint Sub-Registrar of Alipore at and recorded in Book No. I Volume No. 64 pages 108 to 115 being No. 1900, for the year 1970, granted, sold, transferred and conveyed the said land measuring 5 Cottahs 4 Chittaks 32 sq.ft. more or less together with one storied building standing thereon out of which land measuring 2 cottahs 9 cottaks 29 sq.ft. in portion of C.S. Plot No. 227/109 and land measuring 2 Cottahs 11 Chittaks 3 sq.ft. in portion of C.S. Plot No. 203 being Scheme Plot No. 69 of Bangur park South Block 'A' formerly known as Lake Colony Scheme no. 1 with the jurisdiction of Calcutta Corporation , being Premises No. 162/153, Lake Gardens, Calcutta - 700045 in Mouza Arakpur, J.L. No.- 39, Touzi No. 56 under Police Station - Jadavpur, Sub-Registry Office Alipore, District: 24-Parganas since South 24- Parganas unto and in favour of one Sri Jay Prosad Das, since deceased, son of Late Binode Behari Das of 8,

Dharmatala Street, P.S.- Taltola, Calcutta - 700013, the predecessor and the father of the Vendor of these presents for a valuable consideration mentioned therein.

AND WHEREAS being the absolute Owner of the said land with building, the said Jay, Prosad Das got his name mutated in the office of the then Calcutta Corporation, in respect of the said property by paying the usual rents and taxes thereto and constructed a two storied building in the said premises measuring about 1600 sq.ft. out of which 800 sq.ft. in the ground floor and 800 sq.ft. on the first floor.

AND WHEREAS thereafter Jay Prosad Das while seized and possessed and sufficiently entitled to the said property died intestate on 30/04/1989 living behind him surviving his only son Sri Sanjay Kumar Das, the Owner herein as his legal heir because Jay Prokas Das wife Smt. Santilata Das passed away , dated 29th April 1985.

AND WHEREAS by way of inheritance, the said Sri Sanjay Kumar Das, the Owner herein became the sixteen annas Owner of the said land measuring 5 Cottahs 4 Chittaks 32 sq.ft. more or less together with two storied building standing thereon and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

AND WHEREAS the Owner herein is in peaceful possession thereto and subsequently, the Owner got his name mutated with the records of the Kolkata Municipal Corporation in respect of the said property being the Municipal Premises No. 288 Lake Gardens P.S.- Lake, P.O.- Lake Gardens , ward No.- 93, Kolkata - 700045, vide Assessee No. 21-093-08-0242-6 and thus enjoying the same by paying usual rents and taxes to the said Appropriate Authorities with exclusive rights of Ownership thereto as well as mentioned in the First Schedule hereunder written having unfettered right, title and interest thereto free from all encumbrances, liens, lispendens and attachments whatsoever.

AND WHEREAS the Owner herein have decided to construct a multi storied building on the said land more fully and particularly described in the schedule 'A' written hereunder by way of Deed in an experienced with sound financial capability and came to contact with the developer herein land and construct thereon a multi storied Building as permitted by the Building Rules and Regulation of the K.M.C. Authority.

ARTICLE - I- DEFINITIONS & INTERPRETATIONS

(Unless in these presents there is something in the subject or context inconsistent with)

- 1A.1 **ARCHITECT** shall mean and include such person or firm who may be appointed as architects of the building by the Developer.
- 1A.2 **NEW BUILDING** shall mean the proposed multistoried building to be constructed at the said Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities for Construction on the said Premises.
- 1A.3 **OWNER** shall mean the said Sri Sanjay Kumar Das representatives and assigns.
- 1A.4 **DEVELOPER** shall mean and include the said **SPANDAN INFRA PROJECTS LLP** and its successor or successors - in- interest, transferors, nominee/s and/or assigns
- 1A.5 **COMMON FACILITIES/PORTIONS** shall include paths passages, stairways, roof and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment location enjoyment provision maintenance and/or management of the said New Building.
- 1A. 6 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for Independent use and occupation including the space demarcated for common Facilities and services.
- 1A. 7 **PREMISES** shall mean and include ALL THAT the piece or parcel of land admeasuring about 05 Cottahs 04 Chattaks 32 Sq.ft be the same little more or less together with the two storied building and other structures standing thereon and lying situate at and/or being municipal premises No. 288 Lake Gardens Kolkata -700045 P.S. - Lake, Ward No 93 the Kolkata Municipal Corporation and is morefully

and particularly Mentioned and described in the **FIRST SCHEDULE** hereunder written.

- 1A. 8 **PLAN** shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building at the said Premises With such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.
- 1A. 9 **OWNER ALLOCATION** shall mean and include 50% of the constructed space of the Said New Building which shall comprise the entire floor and 1st floor 50% of 2nd Floor and 50% of Carparking on the ground floor of the said New Building after providing the rights and share in the common Parts and portions with common facilities together with undivided proportionate Share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **PART-I of the SRECOND SCHEDULE** hereunder written.
- 1A.10 **DEVELOPER'S ALLOCATION** shall mean and include 50% of the constructed space of The said New Building so as to comprise of the entire 3rd floor and 50% of the 2nd Floor and 50% of carparking on ground floor of the said New Building together with 50% of the ground floor of the said New Building after providing for the common parts and portions together with undivided Proportionate share in the common parts and facilities the details of which are mentioned and described in **PART-II of the SECOND SCHEDULE** hereunder written.
- 1A.11 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition lockout, epidemic, pandemic, lockdown strike go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies KOLKATA Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner.
- 1A.12. **NOTICE** shall mean and include all notices to be served hereunder by either of the Parties to the other by registered post with acknowledgement due at the last known Address of the parties hereto.

- 1A. 13. **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of Property Act.

2. INTERPRETATIONS:

- (a) A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments and orders made pursuant thereto.
- (b) Words denoting one gender include all other genders.
- (c) Words denoting singular include the plural and *vice versa*.
- (d) Words denoting persons include firms and corporations and vice versa and also include their respective heirs personal representatives successors in title or permitted assigns as the case may be.
- (e) Where a word or phrase is defined, others parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- (f) Any reference to an Article, Appendix, Clause, Sub-Clause, Paragraph sub-clause, paragraph, sub-paragraph schedule or recital of this Agreement.
- (g) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.
- (h) Any reference to any agreement, instrument, or other documents (a) shall include all appendices, exhibits, and schedule thereto and (b) shall be a reference to such agreement, instrument, or other documents, as amended, supplemented, modified, suspended, restated or novated from time to time.
- (i) If any period is specified from a given day or the day of a given act or event, it is to be calculated exclusive from that day.
- (j) If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business than that time limit deemed to only expire on the next business day).
- (k) The schedule shall have effect and be construed as an integral part of this agreement.

- (l) The headings in this agreement are inserted for conveniences of references and shall be ignored in the interpretation and constructions of this agreement.
- (m) Any references to writing shall include printing, typing, lithography, and other means of reproducing words in visible form.
- (n) The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and the terms "including" shall mean "including without limitation".

3. COMMENCEMENT:

This Agreement shall be deemed to have commenced on and with effect from the day month and year first above written shall remain in full force until completion of obligations of all the parties herein in terms of this agreement.

4. SALE:

- (a) The Developer has agreed to sell and transfer and the Purchasers has agreed to purchase and acquire **ALL THAT** the said **Flat No. , floor**, on the East, West, South, facing of the floor of the **(G+4)** (residential building) of said New Building and containing by ad-measurement an area of about: **sq. ft.** super built up be the same a little more or less together with undivided proportionate importable indivisible variable share in the land upon which the building stands at the said Premises and is attributable to the said Flat together with undivided proportionate share in the common parts and portions and all are more fully and particularly described in the **FOURTH SCHEDULE** hereunder written and flat no. floor and covered car parking will be Developer Allocation.
- (b) The undivided proportionate share in the land upon which the building stands in the said Premises and attributable to the said Flat shall always remain to be indivisibles and variable.
- (c) The parties hereto have agreed that the Architect for the time being alone shall determine and ascertain the super built up area and the decision of Architect shall be final conclusive and binding on the parties hereto and the Purchaser hereby consents to the same.

NOW THIS INDENTURE WITNESSTH THAT

In pursuance of the said Sale Agreement **Flat No..... (..... Floor) as per typical sanctioned floor Plan No., Dated-.....** of the floor on the East, West, South, facing of the floor of the **(G+4)** and in consideration of the said @ **Rs.(Rupees only)** ad-measurement an area of about **sq. ft.** super built up be the same a little more or less, Cost of Flat of a sum of **Rs...../- (Rupees only)**, one covered car parking **Rs..... (Rupees only)**, **i.e. Rs./- (Rupees only)** at hereinafter referred to as the said Total Consideration Amount of the lawful money of the Union of India well and truly paid by the Purchasers to the Developer as and by way of Sale Price for acquiring the said Flat (the receipt whereof the Developer doth hereby as also by the memo hereunder written admit and acknowledge to have received) the Vendors do hereby with the consent and concurrence of the Developer sell convey transfer assure and assign unto and in favour of the Purchaser **ALL THAT** the said flat more fully and particularly described in the **THIRD SCHEDULE** hereunder written together with the proportionate right title and interest in common areas portions and parts as comprised in the said building and also the right of free ingress in and egress out from the said Flat without any obstruction whatsoever or howsoever and is more fully and particularly described in the **FOURTH SCHEDULE** hereunder written, maintenance/common expenses is more fully and particularly described in the **FIFTH SCHEDULE** hereunder written, TO HAVE AND TO HOLD the same unto the Purchasers herein absolutely and forever free from all encumbrances, trusts, liens, lisp ends and attachments **SUBJECT NEVERTHELESS** to the applicable easements or quasi easement and other stipulations and provisions in the connection with the beneficial use and enjoyment of the said flat mentioned in the **SIXTH SCHEDULE** hereunder written excepting and reserving unto and the Vendors and/or other person or persons deriving title under and/or through the Vendors such easements and quasi easements and the rights and privileges as are mentioned in the **SEVENTH SCHEDULE** hereunder written and such restrictions contained in the **EIGHTH SCHEDULE** hereunder written and subject to payment of such common expenses mentioned in the **NINTH SCHEDULE** hereunder written **AND** it is hereby release

relinquish and disclaim and transfer and assign all their respective right title interest claim or demand whatsoever or howsoever over and in respect of the said Flat unto and in favour of the Purchaser herein.

2. THE VENDORS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows:-

- a. The interest which the vendors doth hereby profess to transfer subsists and that the Vendors has good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure the said Flat hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchasers herein in the manner as aforesaid.
- b. It shall be lawful for the Purchasers from time to time and at all material times hereinafter to enter into and upon and enjoy the said Flat and to receive the rents issues and profits thereof without any suit interruption claims or demands or disturbance whatsoever from by the Vendors herein or any person or persons claiming through under or in trust for them.
- c. The said Flat is freed and discharged from against all manner of encumbrances whatsoever on its ownership.
- d. The Vendors shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable act deeds conveyance matters and things whatsoever for further better or more perfectly assuring the said Flat unto and in favour of the Purchaser herein in the manner as aforesaid as shall or may be reasonably required.
- e. The Vendor shall unless prevented by fire or some other inevitable accident from time to time at all material times hereafter upon every reasonable request and at the cost of the Purchasers make do produced to the Purchaser or their Attorney or agents at any trial commissions, examination or otherwise as occasion shall require all or any of the deeds documents and writings exclusively in respect of the said Premises if those in possession of the Vendors AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies of them as the Purchaser may requires and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-cancelled.

3. THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER AS A CONDITIONED PRECEDENT TO THE SALE IN ACCORDANCE WITH THIS DEED and having being satisfied as to all aspects and fallouts including the prevalent laws and bye laws as follows :-

- a. The Purchaser herein so as to bind the owners for the time being of the said Flat and so that this covenant shall for the benefit of the said building and other Flats therein and every part thereof hereby covenants with the Vendors and the Co-Owners of the other flats comprised in the said building that the Purchaser and all other persons deriving title under these presents shall use the said Flat for the purpose of decent purpose for which the same has been lawfully constructed and shall and will at the material times hereafter observe the restrictions set forth in the **EIGHTH SCHEDULE** hereunder written.
- b. The Purchasers herein shall at all material times on and from the date of the completion of the said Flat be liable to and agrees to regularly and punctually make payment of all Corporation Taxes, rates impositions, levies and all other outgoings, whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Flat until the said Flat is not separately assessed the Purchaser hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoing to the Developer in respect of the said Flat or the said Premises regularly and punctually.
- c. To keep the said Flat and other party walls, sewers drains pipes, cables wires and particularly (without prejudice to the generally of the foregoing) so as to shelter support and protect the parts of the building other than the said Flat.
- d. To make payment and contribute towards the proportionate part of share of the expenses and outgoing mentioned in the **NINTH SCHEDULE** hereunder written.
- e. To permit the Vendors and the Developer and their survivors, agents with or without workmen and other at all reasonable times on **48 hours** prior notice to enter into and upon the Flat or any thereof for the purposes of repairing maintaining rebuild cleaning lightning and keeping in order and good conditions sewers drains cable water course gutter wires party structures or other conveniences belonging to or serving or used for the building and also for the

purpose of lying down reinstating preparing testing drainage gas and water and electric wires and cable and for similar purpose.

f. The Purchaser have personally inspected the said Flat, in respect of the area, the specifications used the structural stability quality of construction and workmanship and have found that the said Flat is constructed as per the agreement and to the Purchaser's entire satisfaction and is in complete accordance with the building sanction plan and the price and other charges paid by the purchaser are as per agreement and to the Purchaser entire satisfaction. The areas, specifications, structural stability, quality of construction have also been got verified independently by the Purchasers through the Purchaser's own architect and engineer and they have certified the same to be fit and have also gone through the sanctioned building plans and have found the said Flat to be constructed in accordance with the building sanctioned plan. The Purchasers have purchased and acquired the said Flat on "as is where is" basis.

g. To keep the said Flat in good and substantial repair and (without prejudice to the generality of the form) as part of this sub-clause to keep the said Flat in good repairs as necessary to form such support and protection to the other parts of the building as they now enjoy.

h. To keep the said Flat and other party walls sewer drains pipes and entrances and main entrances exclusively serving the said Flat in good condition.

i. Not to make in the said Flat any structural additional and/or alterations to the beams, columns, partition walls etc. without the approval of the Developer and sanction of Kolkata Municipal Corporation, the Purchaser shall not erect or put up any false ceilings rafters or any article or thing which may or is likely to effect the structural stability by way of chiseling hammering grouting or any way otherwise.

j. Not to claim any right title interest claim or demand into or upon the Open Spaces around the said Building and comprised in the said Premises which shall remain the property of the Vendors/Developers who may deal with the same in any manner as they may at their absolute discretion think fit and proper including allot the same as open car parking spaces nor to claim any nature in the covered car parking spaces save and except if expressly therein.

k. The Purchaser are not desirous of acquiring any right over any covered car parking space in the said Premises have irrevocably relinquished the same and

the Developer shall be entitled to and is hereby permitted to sell transfer and/or deal the same in any such manner as the Developer may at its absolute discretion think fit and proper including change the nature of the same as the Developer may at its absolute discretion think fit and proper.

4. IT IS HEREBY FURTHER AGREED BETWEEN THE VENDORS THE DEVELOPER AND THE PURCHASERS as follows:-

- a. That the Undivided proportionate share in the land wherein the said Flat situated and sold transferred conveyed transferred granted and assured in favour of the Purchasers herein shall always remain indivisible and impartible.
- b. It is being expressly agreed and understood that in the event of the Developer making any additional or further construction on the said Premises or any part thereof the proportionate area to be held by the Purchaser shall be proportionately reduced.
- c. Subject to the said Flat the Purchaser herein shall not have any right title interest claim or demand of any nature whatsoever and/or howsoever into or upon all the other parts or portions of the said Building and the said Premises.
- d. the nature of the building shall always remain to be **"SPANDAN LEONA"** and the same shall not be charged and/or altered by the Purchaser or any other Purchaser and/or occupier under any circumstances whatsoever and/or howsoever.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Land)**

ALL THAT the piece and parcel of revenue redeemed land admeasuring an area of 5 Cottahs 4 Chittaks 32 sq. ft. standing there on at Premise No. 288 Lake Gardens Dag No..... and under Mouza-Dhakuria, R.S. No. and, P.O.- Lake Gardens, P.S.-Lake, under **KMC** Ward No-93, Kolkata-700 045. Dist: South 24 Parganas, **butted and bounded as follows:-**

ON THE NORTH : 285, Lake Gardens
ON THE EAST : 287, Lake Gardens
ON THE SOUTH : 289, Lake Gardens
ON THE WEST : 20' wide Road

OR HOWSOEVER OTHERWISE the same area is was or were heretofore-butted bounded called known numbered described or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of the said flat hereby sold)

ALL THAT the Flat No..... (..... Floor) as per typical sanctioned floor Plan, **Dated**....., on the East, West, South, facing portion of the **G+4** of said New Building and containing by ad-measurement an area of about sq. ft. super built up be the same a little more or less consisting Two (2) bed rooms, leaving cum dining, kitchen, two toilets one balcony along with undivided proportionate impartible, indivisible variable share in the land upon which the building stands at the said Premises 288 Lake Gardens Kolkata 700045 P.S- Lake, P.O.- Lake Gardens, Ward No 93.

AND

ALL THAT the Covered Car Parking space containing by ad-measurement an area of about sq. ft. on the ground floor of the said New Building to be constructed at the said premises 288 Lake Gardens Kolkata 700045 P.S- Lake, P.O.- Lake Gardens, Ward No 93 and to be demarcated upon completion of the said New Building by the Developer exclusively for parking one medium seized motorcar thereon.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(The Specification)

1. The building will be first class RCC framework and having outer wall of 8" thick first class brick and all partition walls of 5" thick in cement mortar as specified by the Architect. The inner walls are finished with plaster of paris coating.
2. Door frame in Malaysian Sal Wood.
3. Decorative Aluminium windows matching with elevation.
4. All toilets will have complete 1st Class chinaware western fittings made by Cera International, high shower, made by Jaquar or equivalent make and geyser and exhaust fan Point provision, glazed tiles in bathroom up to a height of 6' (feet), towel stand, soap tray, shall be provided Layers of waterproof membrane will protect the ceiling and floor of each toilet from water seepage. Bathroom fittings will have Jaquar, Esco Commodes & Basin will be of CERA International.
5. The apartments will have concealed wiring in PVC pipes as per ISI approved make, having adequate light points, etc. The electrical wirings should adequate amperage capacity to take care of high current devices such as air conditioners, geysers, etc.
6. Kitchen will have granite finish working top and stainless steel sink. Tiles will be fitted up to a height of 3' (feet) from the top of cooking platform.
7. All open spaces such as balconies will have RCC railings as per design given by the Architect.

8. Cement will be Ultra Tech/Birla Samrat/ACC.
9. Adequate light points for general lightning will be provided and electrical wires should be copper wire like Havells/Finolex.
10. Proper boundary wall and boundary wall gate will be made as per design submitted by Architect.
11. Every apartment will have its own independent electric Havells/mini-circuit breakers and control panels inside each flat and a meter at one common place as per CESC requirement.
12. Corporation water connection will be given at the new building.
13. Lift will be LT made almost five passenger capacity.
14. Switches will be of Legrand brand/Indo Asian.
15. Plaster of Paris / Putty treatment for all walls including common areas.
16. Automatic electric tripping device to avoid overload will be provided separately of each flat.
17. Water reservoir ground storage tanks & concrete tanks on the roof will be provided.
18. Kirloskar / Crompton Pump will be provided at new building.
19. Necessary Security provision for main door of devices of Godrej make will be made.
20. Steel all TMT bars.
21. ICI cement base paint (whether shield) will be provided for outside of the building.
22. At ground floor there will be one common toilet.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS)**

- a. The land on which the building is located, all easement rights belonging to land and building.
- b. The foundation columns, girders, supports main wall, roof lobbies, stair, staircase, ways, entrance and exits of the building.
- c. The easements, walls, lift, storage space.
- d. Installation of common services such as powers, lights, water, sewerage, telephone lines etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary and convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter rooms, main electric meter, pump and switches fixed in the common areas.

(MAINTENANCE/COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and conditions and renewing and replacing all worn or damage parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surface of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the Private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeeps of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the Building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments licenses fees and outgoing whatsoever (whether Central and/or state and/or local) assessed

charge or imposes upon or payable in respect of the said new Building or any part whereof including in respect of any apparatus, fitting, utilities, gadgets and/or services that requires statutory licensing excepting in so far as the same are the responsibility of the individuals owners/occupiers of any flat/Unit.

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the unit of any individual lessee of any Unit.
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observances of the covenants on the part of any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which account relates.
15. Complying with the requirements and directions of any competent authority and with the provision of all status and all regulations orders and byelaws made there under relating to the building excepting those that are the responsibility of the owner-occupiers of any flat/unit.
16. The provision maintenance and renewal of any other equipments and the provision of any other service which in the opinion of the Management Company/Holding Organization it is reasonable to provide.

THE SIXTH SCHEDULE ABOVE REFERRED TO

Subject to what has been stated herein before in this present Indenture of conveyance:

1. The Purchaser shall be entitles to all applicable rights, privileges vertical lateral easement, quasi-easement appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flat usually held used occupied or enjoyed or reputed or known as part or parcel thereof

or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendors/Developer the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Seventh Schedule hereto.

2. The right of access in common with the Vendor/Developer and/or other occupiers of the said Building at all normal purpose connected with the use and enjoyment of the staircase and electrical installations subject to any regulation that may be made in this respect (by the Developer).
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the driveways and pathways comprised in the said building PROVIDED ALWAYS and it is hereby declared that nothing herein deriving title under his or her servants agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Vendors entitled to such ways aforesaid along with such drive way path ways as aforesaid.
4. The right of protection, the said flat by or from all part of the building so far as they now protect the same.
5. The right of passage is common as aforesaid of electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or rover the said building and Premises so far as may be reasonable and necessary for the beneficial occupation of the said Flat all purposes whatsoever.
6. The right with or without and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any parts of the said Flat on so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such causes upon giving 48 hours previous notice in wiring of his intention so to enter to the Vendors and/or other persons properly entitled to the same.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(The under mentioned rights easements quasi-easements privileges and appurtenances shall be accepted out of the SALE and has been reserved for the Vendors/Developer).

SUBJECT TO WHAT HAS BEEN STATED HEREIN BEFORE IN THIS DEED OF CONVEYANCE:

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building including its installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from to any part (other than the said Flat) of the other part or parts of the said building pipes, drain, wires, conduits lying or being under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the portion or portions of the said building for all purposes whatsoever.
3. The right protection for other portion or portions of the said building by all parts of the said that Flat so far as they now protect the same.
4. The right as might otherwise become vested in the purchaser by means of structural alteration to the said Flat (otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the building).
5. The right by the Vendors and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the said building.
6. The right with or without workmen and necessary materials to enter from time to time and upon the said Flat for the purpose of repairing so far as may be necessary for such pipes drains wires and conduit as aforesaid provided always the Vendors and other person or persons shall give to the Purchaser a prior forty eight hour's written notice of its intent for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(Restrictions imposed in respect of the said Flat)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than 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 building or to the owner and occupiers of the neighboring Premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any individual activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any illegal construction thereon or part thereof and shall keep it always open as before dwelling or staying of any person or blocking by putting any articles shall both be allowed in the car parking space.
2. The Purchaser shall not store in the said flat any goods hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said Building or to the insurance of the building.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchaser shall permit the Developer and its surveyor or agents with or without workmen and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repair of which a notice in writing shall be given by the Developer to the Purchasers.

6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof.
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
9. Not to close or permit the closing of verandas of lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandas, lounge or any external walls or the fences of external doors and windows. Including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the New Building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said New Building.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, wall etc. or improvements of a permanent nature except with the prior approval in writing of the developer and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
11. Not to use the allocated car parking space, if any, or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to, it if any, and shall use the pathway as would be decided by the Developer
13. Not to commit or permit to be committed any waste or to remove or alter exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixture and fittings serving the said building and the said Flat. No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor taken out of the window of the Flat
14. Not to install any generator without permission in writing of the Developer

15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat owners and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE NINTH SCHEDULE ABOVE REFERRED TO

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (the Developers) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and cleaning the private road when necessary.
4. Paying a fair proportion of the cost of cleaning repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.

8. Operating maintaining and (if necessary) renewing the lightning apparatus from time to time of the maintained property and providing such additional lightning apparatus as the Developer may think fit.
9. Maintaining and operating the lift.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Vendors/occupiers of any flat/unit.
12. Abating any nuisances and executing such works as may be necessary for complying with any notice served by local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the unit of any individual lessee of any unit.
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the accounts relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made there under relating to the building excepting those that are the responsibility of the Owner-Occupier of any flat/unit.

16. The Purchaser maintenance renewal and insurance of firefighting appliances and the purchase maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organization staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.
18. The Salaries of all persons and other expenses for maintaining the said building.