DEED OF CONVEYANCE			
This DEED OF CONVEYANCE (" Deed ") is entered into on this [] day of [] 2025 at [_]
BY AND BETWEEN:			
(A) GNB MOTORS PRIVATE LIMITED, (PAN - AAACG9149H), a priunder the laws of India and having its registered office at P-1			

Representative,	Kolkata 700 073 P.S. – Bowbazar and P.O. – Chittaranjan Avenue represented by its Authorized
of India and having its registered office at 5A, Muktaram Babu Street, Kolkata 700 007, P.S. Burrabazar and P.O. — Burrabazar represented by its Authorized Representative, OR both represented by their Constituted Attorney, Mr. PAN [•]) (Aadhaar No. [•]), son of [•], working for gain at [•], Post Office: [•], Police Station: [•] appointed vide Power of Attorney dated [•] registered in the office of [•] in Book No. [•], Volume No. [•], Pages [•] to [•] being No. [•] for the year [•], hereinafter collectively referred to as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest and assigns) of the FIRST PART. AND KIWANO REALTY LLP (LLPIN ACC-4205) (PAN ABAFK8272F); a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office at 1, Lu Shun Sarani, Todi Mansion, 9th Floor, Tiretta Bazar, Kolkata, P.O. Tiretta and P.S. Bowbazar, West Bengal, India, represented by its [Representative,; and (B) SHREE VARSA INVESTORS AND TRADERS
Burrabazar and P.O. — Burrabazar represented by its Authorized Representative,	PRIVATE LIMITED, (PAN – AADCS6052Q), a private limited company existing under the laws
(PAN [●]) (Aadhaar No. [●]), son of [●], working for gain at [●], Post Office: [●], Police Station: [●] appointed vide Power of Attorney dated [●] registered in the office of [●] in Book No. [●], Volume No. [●], Pages [●] to [●] being No. [●] for the year [●], hereinafter collectively referred to as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-ininterest and assigns) of the FIRST PART. AND KIWANO REALTY LLP (LLPIN ACC-4205) (PAN ABAFK8272F); a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office at 1, Lu Shun Sarani, Todi Mansion, 9th Floor, Tiretta Bazar, Kolkata, P.O. Tiretta and P.S. Bowbazar, West Bengal, India, represented by its [of India and having its registered office at 5A, Muktaram Babu Street, Kolkata 700 007, P.S. –
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station. [▼], Fincode [▼], authorized vide board resolution dated [▼], (hereinafter referred to	
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[OR]

[If the Allottee is a LLP]

(LLPIN [●]) (PAN [●]); a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office situated at [●], Post Office: [●], Police Station: [●], Pincode [●], represented by its Designated Partner [●] (PAN [●]) (Aadhaar No. [●]), son of [●], residing at [●], Post Office: [●], Police Station: [●], Pincode [●], authorized *vide* resolution of the Partners dated [●], (hereinafter referred to as the "ALLOTTEE", which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the THIRD PART.

[OR]

[If the Allottee is a Partnership]

(PAN: [●]), a partnership firm established under the Indian Partnership Act, 1932 and having its office at [●] Post Office: [●], Police Station [●], Pincode [●], represented by its Partner [●] (PAN: [●]), (Aadhaar No: [●]), son of [●] and residing at [●] Post Office: [●], Police Station [●], Pincode [●] authorized *vide* resolution of the Partners dated [●], (hereinafter referred to as the "ALLOTTEE", which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the THIRD PART.

[OR]

[If the Allottee is a Trust/Society]

[OR]

[If the Allottee is an HUF]

([PAN: [●]), (Aadhaar No: [●]), son of [●], residing at [●] Post Office: [●], Police Station [●], Pincode [●] for self and as the *Karta* of the Hindu Joint *Mitakshara* Family known as [●] HUF (PAN: [●]), having its place of business/residence at residing at [●] Post Office: [●], Police Station [●], Pincode [●] (hereinafter referred to as the "ALLOTTEE", which expression shall unless repugnant to the context or meaning thereof be deemed to

include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART.**

[The Transferors and the Allottee are hereinafter collectively referred to as the "Parties" and individually as a "Party".]

WHEREAS:

- A. The Owners are absolutely and lawfully entitled to the land parcels more fully and particularly described in **Schedule A** hereto (hereinafter referred to as the "**Said Land**") and are fully seized and possessed of and otherwise fully and sufficiently entitled to the Said Land. The devolution of ownership rights in favour of the Owners in respect of the Said Land is as mentioned in **Schedule B** hereto.
- B. The Owners desired to develop the Said Land and for that purpose had approached the Promoter with the proposal of development of the Said Land wherein the Owners agreed to permit the Promoter to exercise all rights, powers and authorities to develop the Said Land at its own cost and expenses.
- C. The Owners and the Promoter have entered into the Development Agreement dated 18th December, 2024 registered at the office of District Sub-Registrar III, Alipore, South 24 Parganas in Book No. I, Volume No. 1603-2024, Page Nos. 566077 to 566121, Being No. 160321477 for the year 2024 for the purpose of development of the Said Land ("Development Agreement").
- D. The Said Land is earmarked for the purpose of building a residential project comprising of building having ground plus 10 (G+10) floors (hereinafter referred to as the "Building") and the project has been named "Vilasa" (the Said Land with the Building to be constructed thereon is hereinafter collectively referred to as the "Project").
- E. The Promoter has obtained the Sanctioned Plan vide Building Plan No. vide Building Permit No. 2024080103 dated 21/01/2025 for the Project from the Kolkata Municipal Corporation ("KMC").
- F. The Project has been registered under the provisions of the Act read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 ("WBRERA Rules") with the West Bengal Real Estate Regulatory Authority ("Authority") at Kolkata under Registration No. _______, which is valid till ______.
- G. The Transferors are fully competent to enter into this Deed.
- H. The Allottee had applied for a Duplex flat, right to use ____ nos. of car parking spaces in the Project *vide* his/her/their/its application bearing No. _____ dated _____("Application").

I.	On the basis of the Application of the Allottee and in view of the terms and conditions accepted by the Allottee under the Application, the Promoter provisionally allottee the following in favour of the Allottee vide provisional allotment letter bearing No dated:				
	(a) the Flat (more fully and particularly described in Part I of Schedule C); and				
	(b) the right to use nos. Car Parking Space(s) (more fully and particularl described in Part II of Schedule C).				
J.	The tentative floor plan of the Flat is annexed hereto and marked as Schedule D .				
K.	Subsequently, an Agreement for Sale dated [•] ("AFS") was executed between the Parties and registered at the office of [], in Book No. [], Volume No. [], Pages [] to [], Being No. [] for the year [], whereby the Promoter agreed to sell transfer and convey and the Allottee agreed to purchase and acquire on ownership the said Apartment (defined below), subject to the terms and conditions contained in the said AFS and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed.				
J.	The Allottee has, from time to time, paid all amounts due and payable by the Allottee under the AFS.				
К.	The Promoter has since, completed construction of the said Project and pursuant thereto a completion certificate bearing reference No dated has been issued by the Kolkata Municipal Corporation ("Completion Certificate").				
L.	The Allottee has now approached the Transferors for execution of this Deed for the sale, transfer and conveyance of the Apartment together with the rights appurtenant thereto in favour of the Allotee and the Transferors have agreed to the same.				

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. **DEFINITIONS**

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 as applicable to the State of West Bengal and shall include the Rules and Regulations made thereunder;
- (b) "Architect(s)" shall mean architect(s) or Licensed Building Surveyor whom the Promoter may from time to time appoint as the Architect(s)/Licensed Building Surveyor for the Project;

- (c) "Flat" shall mean the Unit described in Part I of Schedule C hereto;
- (d) "Association" shall mean the Association, Syndicate, Committee, Body, Society or Company formed by the Promoter which would comprise the Transferors and the representatives of the allottees and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (e) "Car Parking Space" shall mean the right to park medium sized car(s) if any, described in Part II of Schedule C hereto;
- (f) "Common Areas" shall mean the common areas, facilities and installations in the Building and the Said Land, as may be decided or provided by the Promoter for common use and enjoyment of the allottees and which are indicated in Schedule E hereto which shall be used and enjoyed in common by all the allottees;
- (g) "Common Expenses" or "Maintenance Charges" shall mean all costs and expenses mentioned in Schedule F for the management, maintenance and upkeep of the Building, the Common Areas and the expenses for Common Purposes;
- (h) "Common Purposes" shall include the purpose of managing and maintaining the Said Land, the Building and in particular the Common Areas, rendition of services in common to the allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- (i) "Deposits" shall mean the amounts mentioned in Part-II of the Schedule G hereto and to be deposited by the Allottee and shall also include any other amount that the Allottee may be required to deposit;
- (j) "Extra Charges" shall mean the charges mentioned in Part-I of the Schedule G hereto all of which are to be paid by the Allottee in addition to the Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (k) "Maintenance Agency" shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (I) "Maintenance Charges" shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency as per the rules framed by the Promoter;

- (m) "Project Advocates" shall mean advocates who have been appointed by the Promoter and have prepared this Deed and also shall prepare all legal documentation regarding the development, construction, sale and transfer of the Said Land, the Building and the Units therein, including the Deeds of Conveyance;
- (n) "Regulations" means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (o) "Sanctioned Plan" shall mean the plans of the Building which have sanctioned and approved by the Kolkata Municipal Corporation including Building Permit No.2024080103 dated 21/01/2025, which may be finally revised/approved/sanctioned by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Transferors, if any, as well as all revisions, renewals and extensions thereof, if any;

2. <u>DISCLOSURES, DISCLAIMERS AND ACKNOWLEDGEMENTS</u>

- 2.1. At or before the execution of this Deed the Allottee has fully satisfied himself/itself/herself as to the following and make the necessary representations and warranties as contained herein:
 - (i) The ownership of Owners and the right of the Promoter in respect the Said Land described in **Schedule A** hereto;
 - (ii) The right of the Owners and the Promoter to transfer and/or sell the Apartment in terms of this Deed;
 - (iii) The Allottee has inspected the Sanctioned Plan, the Completion Certificate, the location, lay out plan and the dimensions of the Apartment; the nature, state, condition and measurement of the Said Land, the Project, the Apartment, the Common Areas, and is aware of the manner in which the same is/are presently intended to be used;
 - (iv) The Allottee is fully aware of the nature and the extent of the rights and benefits granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee (including those contained in the AFS);
 - (v) The Allottee acknowledges that the right of the Allottee shall remain restricted to the said Apartment and that the Allottee shall have no right over and in respect of the other parts and portions of the Project except the right to use the Common Areas in common with the other allottees and occupiers;

- (vi) The Allottee acknowledges that the terms and conditions of this Deed are fair and reasonable and the Allottee has voluntarily and out of its own volition agreed to consummate the transaction contemplated herein;
- (vii) The Allottee has obtained independent legal advice and has also caused necessary searches/investigation of title of the Owners to the Said Land;
- (viii) The Allottee acknowledges that the said Project is a very prestigious complex and as such the Allottee agrees to abide by the terms and conditions herein contained and those contained in the AFS, at all times;
- (ix) The Allottee hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the Project;
- (x) The Allottee has fully satisfied himself/herself/itself as to the carpet area comprised in the said Apartment and further acknowledges that the Building and/or the Apartment has been constructed erected and completed with the materials/specifications which have been detailed out in the AFS; and
- (xi) The Allottee is fully satisfied as to the structural stability of the said Building.

3. TRANSFER

- 3.1. In consideration of the payment as mentioned in **Schedule H**, the entirety whereof has been paid by the Allottee at or before execution hereof and the receipt whereof the Transferors do hereby and by the Memo of Consideration hereunder written admit, the Transferors:
 - (i) hereby sell, transfer and convey, absolutely and perpetually, unto and in favour of the Allottee the said Flat (as more fully described in **Part I of Schedule C** hereunder and delineated, demarcated and bordered in colour Red in the plan being **Schedule D** herein) free from all encumbrances, trusts, liens, lis pendens and attachments however;
 - (ii) hereby grant a perpetual right to use the Car Parking Spaces (as more fully described in Part II of Schedule C hereunder and delineated, demarcated and bordered in colour Blue in the plan being Schedule D herein) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded hereunder and in the AFS and subject further to the observance and performance by the Allotee of all the terms and conditions of the management, administration and maintenance of the Car Parking Spaces and subject further to the Allottee paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Car Parking Spaces (including the applicable maintenance charges).

- (iii) hereby grant a non-exclusive perpetual right to use and enjoy the Common Areas in common with all the other allotees in the Project (it being clarified that the Common Areas shall be transferred to the Association by the Promoter/ Owners and the right of the Allottee in respect of the Common Areas shall at all times be subject to the same and as permissible by applicable law), together with all benefits and rights hereby granted to the Allottee, subject to the observance and performance of the terms, conditions and stipulations as contained in this Deed and AFS and subject further to the observance and performance by the Allotee of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Allottee paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Common Areas.
- 3.2. The right of the Allottee shall be restricted to the Apartment and the right to use the Common Areas (in accordance with the terms hereof and those contained in the AFS) and the Allottee shall have no right, title or interest whatsoever in respect of the others units and garages in the Project.
- 3.3. In respect of the other spaces, properties and other rights in the Project which are not intended to be sold conveyed and transferred to the Allottee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, sell, convey, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it in its absolute discretion, without any reference or objection of the Allottee. The Allottee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 3.4. The Allottee shall use and enjoy the said Apartment in the manner not inconsistent with its rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/occupiers and/or of the Transferors.
- 3.5. The Allottee shall be entitled TO HAVE AND TO HOLD the said Apartment hereby transferred, sold, conveyed, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Allottee absolutely and forever in the manner consistent with its rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/occupiers and/or of the Transferors.
- 3.6. The said Apartment is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule I** hereto and the common rules, house rules, terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Schedule J** hereto, which shall be covenants running with the said Apartment in perpetuity.

- 3.7. The Allottee agrees that the right to use the Car Parking Space cannot be transferred independently without the Flat and vice versa.
- 3.8. It is clarified that the super built up area of the Flat has been mentioned in this Deed only for the purpose of calculation of Maintenance Charges.
- 3.9. The Allottee admits and acknowledges that the Flat has been completed and possession thereof has been handed over in raw/ bare shell condition.

4. **COVENANTS OF THE TRANSFERORS**

- 4.1. The Transferors hereby covenant with the Allottee that they:
 - (i) have the right to sell, convey and transfer the said Apartment to the Allottee free from all encumbrances;
 - (ii) shall, at the costs and requests of the Allottee, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Allottee.
- 4.2. The Promoter hereby covenants with the Allottee that the Promoter is lawfully entitled to develop the Project and to transfer its rights and those of the Owners in respect of the said Apartment.
- 4.3. The Transferors hereby further covenant with the Allottee that they have received payments as mentioned in **Schedule H** and acknowledge the receipt thereof in the Memo of Consideration hereunder.
- 4.4. Subject to the Allottee observing, performing and complying with all covenants and conditions herein contained and those contained in the AFS and/or on its part to be observed, performed and/or fulfilled, the Allottee shall peacefully and quietly have and hold and enjoy the Apartment, without any interruption, eviction or disturbance by the Allottee or any person or persons claiming under or in trust for the Transferors.
- 4.5. The Promoter hereby further covenants that post formation of the Association as per the applicable local law, the Promoter shall execute deed of transfer/conveyance of the Common Areas in favour of the Association.

5. **COVENANTS OF THE ALLOTTEE**

The Allottee agrees, undertakes and covenants that it shall:

5.1. perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and the AFS and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;

- 5.2. pay wholly in respect of the said Apartment and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer and/or maintenance of the said Apartment and/or relating to this Deed of Conveyance shall be paid by the Allotee without raising any objection thereto, within 7 (seven) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- 5.3. regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the other allottees are not adversely affected by any acts or defaults of the Allottee;
- 5.4. not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale, convey or disposal of any other unit or apartment in the Project;
- 5.5. not question the quantum or apportionment of the Common Expenses mentioned in **Schedule F** or the basis thereof;
- 5.6. comply with and honour the mutual easements, common rules and restrictions mentioned in **Schedule I**;
- 5.7. get the said Apartment mutated in its name and/or separately assessed by the Corporation/Municipality or any competent authority within 30 (thirty) days from the date hereof;
- 5.8. pay all amounts and deposits that are payable by the Allottee under this Deed of Conveyance and/or the AFS and/or which are the liability of the Allottee under this Deed of Conveyance and/or the AFS even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;
- 5.9. pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas; and
- 5.10. The Allottee hereby further confirms, acknowledges and undertakes that all covenants, restrictions and impositions contained in the AFS shall be deemed to be incorporated herein by reference and the Allottee shall at all times comply with all terms and conditions contained in the AFS in relation to the use of the Apartment, the Common Areas, the Car Parking Spaces and the Project, generally; and
- 5.11. The Allottee hereby acknowledges that it is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become

payable in respect of his/her/it Apartment for the period commencing from the date hereof and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owners and Promoter and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

6. **POSSESSION:**

At or before the execution of this Deed, the Allottee herein confirms that it has independently satisfied itself about the right, title and interest of the Owners and the Promoter in the Said Land and/or the said Apartment, the Sanctioned Plan and the constructions, including the quality and specifications thereof, the net area of the Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas and the said Apartment and has agreed not to raise any objection of whatsoever nature. Unless possession of the Apartment has already been handed over to the Allottee prior to the execution of these presents, simultaneously with the execution and registration of this Deed, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter to the Allottee, which the Allottee admits, acknowledges and accepts.

SCHEDULE A (SAID LAND)

ALL THAT the land measuring 1 (one) Bigha 9 (nine) Cottahs 7 (seven) Chittacks and 32 (thirty two) square feet, more or less, situate lying at and being premises no. 3 Dover Park within the municipal limits of Kolkata Municipal Corporation, PS. Ballygunge, PO. Ballygunge, Ward No. 069, Kolkata 700 019 in Holding No.5 and 6, Sub Division O, Division VI at Gudsali Khasmahal, Dihi Panchannogram and the Said Land is delineated in the plan annexed hereto duly bordered thereon in "**Red**" and butted and bounded as follows:

ON THE **NORTH**: Partly by Premises No. 1, Dover Road and partly by Premises

No. 2, Dover Park

ON THE **SOUTH**: Partly by Premises No. 5 Dover Park and partly by Public road

known as Dover Park

ON THE **EAST**: By Public road known as Dover Park

ON THE **WEST**: Partly by Premises No. 1, Dover Road and partly by Dover Road.

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

SCHEDULE B (DEVOLUTION OF TITLE)

- 1) At all material times, one Murari Churn Law was the sole and absolute owner and absolutely seized and possessed of premises No. 3, Dover Park together with all that piece or parcel of land containing an area of 1 (one) Bigha 9 (nine) Cottahs 7 (seven) Chittacks and 32 (thirty two) sq.ft. more or less appertaining thereto together with the structures standing thereon and lying situate within the Municipal limits of Calcutta, PS Ballygunge, Registration District Alipore, Sub-Registry Sealdah in the District of 24 Parganas comprised in holding Nos. 5 and 6 and Sub-Division 0, Division VI at Gudsali Khas Mahal Dahi Panchannagram i.e., the Said Land.
- 2) The said Murari Churn Law, vide Deed of Lease dated 1st June 1966 registered in the Office of the Registrar of Calcutta in Book No. I, Volume No. 104, Pages No. 68 to 84, Being no. 2871 for the year 1966, granted a lease of the Said Land in favour of one Bajrang Prasad Jalan for a term of 99 years beginning from 1st day of June 1966 and expiring on 31st day of May 2065, on the terms and conditions as recorded in the said Deed of Lease.
- 3) The said Murari Churn Law, a Hindu governed by Dayabhaga School of law, died intestate on 25th January, 1973 leaving his widow Nayantara Law, three sons namely, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, as his only heiress, heirs and legal representatives upon whom all the rights, title and interest of the said Murari Churn Law devolved, absolutely and forever.
- 4) Upon the death of the said Murari Churn Law, inter-alia, all his immovable assets (including the Said Land) devolved upon his widow Nayantara Law and three sons namely, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, absolutely and forever, in equal proportions.
- By an Indenture of Assignment dated 7th July, 1990 and registered with the Registrar of Calcutta in Book I, Volume no. 416, pages 322-334, Being no. 11423 for the year 1990, Bajrang Prasand Jalan assigned his leasehold interest in the Said Land to Supriya Finance Limited valid till 31st May, 2065.
- The said Nayantara Law, a Hindu governed by Dayabhaga School of law, died intestate on 25th August, 2011 leaving her three sons namely, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, as her only heirs and legal representative upon whom all the rights, title and interest of the said Nayantara Law devolved, absolutely and forever.
- 7) Upon the death of the said Nayantara Law, inter-alia, all her immovable assets (including her share in the Said Land) devolved upon her three sons namely, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, absolutely and forever, in equal proportions.
- By a Deed of Conveyance dated 19th May, 2023, the said Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law therein referred to as the vendors sold, transferred and conveyed the Said Land unto and in favour of the Owners herein therein referred to as the purchasers, for the consideration contained in the said Deed

of Conveyance and subject to the rights of Supriya Finance Limited. The Deed of Conveyance was registered in the office of the DSR-III, South 24 Parganas in Book No. I, Volume No. 1603-2023, Pages from 231509 to 231539 being No. 160308095 for the year 2023.

9) By a Deed of Surrender dated 19th June, 2023 made by Supriya Finance Limited of the First Part in favour of the Owners of the Second Part and registered with the DSR-III South 24 Parganas in Book I, Volume 1603-2023, pages 260763 to 260783, Being no. 160309209 for the year 2023, Supriya Finance Limited gave up, surrendered, released and relinquished all its leasehold rights, entitlements and interests in the Said Land in favour of and unto the Owners herein and handed over vacant and free possession of the Said Land to the Owners herein.

SCHEDULE C PART - I (FLAT)

All That the residential bare shell Duplex Flat No. [●] on the [●] and [●] floors of the Building being constructed on the Said Land forming part of the Project (described in **Schedule A** above), having a Carpet Area of [●] square feet more or less and Super Built Up Area of [●] square feet more or less, with the respective areas of the Balcony/Verandah and the Private Open Terrace, if any, being respectively [●] square feet more or less and [●] square feet more or less. The total carpet area of the Flat and the Balcony/Verandah/ Private Open Terrace is [●] square feet more or less.

<u>PART - II</u> (CAR PARKING SPACE)

ALL THAT the right to use $[\bullet]$ ($[\bullet]$) numbers of [covered/open/ stack] car p	arking
space(s) on [●]([●]) floor of the Building bearing Nos,,,	and
constructed on the Said Land forming part of the Project (descri	bed in
Schedule A above).	

The Plan showing the Flat delineated in Red colour is on the floor plan being **Schedule D1** below. The Plan showing the Car Parking Spaces delineated in Red colour is on the floor plan being **Schedule D2** below.

SCHEDULE D

(FLOOR PLAN OF THE FLAT AND PLAN SHOWING THE CAR PARKING SPACES)

[To be added]

SCHEDULE E (COMMON AREAS)

1. The Said Land;

- 2. The driveway within the Building
- 3. Common DG set as identified by the Promoter
- 4. Common Guard Room as identified by the Promoter
- 5. Underground Sewage Treatment Plant (STP) to be located/installed at such portion/area of the Said Premises as identified by the Promoter
- 6. Underground Domestic Water Tanks to be located/installed at such portion(s)/area(s) of the Said Land as identified by the Promoter
- 7. The entrance lobby for the Building
- 8. The common driveway within the Said Land to access the Car Parking Space(s)
- 9. All the staircases within the Building
- 10. All the lifts within the Building
- 11. All the common toilets within the Building
- 12. The gate houses and if any boom barrier within the Said Land
- 13. The lift lobby and service lift lobby within the Building
- 14. All the fire refuge Areas within the Building
- 15. All the mumty rooms, meter rooms, overhead tanks and electrical transformer (if installed) and/or open to sky CESC and/or electrical installation rooms as identified by the Promoter
- 16. All the electrical and service infrastructure identified by the Promoter
- 17. The entire fire-fighting installation
- 18. Ultimate roof (except any part thereof exclusively allotted to any allottee)..
- 19. Amenities and facilities
 - a. Round the clock security
 - b. Fire -fighting system
 - c. CCTV on all floors with recording system
 - d. Intercom facility
 - e. Generator Backup
 - f. Security Enclosure

- g. Lighting Arrester
- h. 24 HRS. Water Supply
- i. Such other amenities and facilities as the Promoter may provide.

SCHEDULE F (MAINTENANCE CHARGES/COMMON EXPENSES)

- (a) **Association:** Establishment and all other capital and operational expenses of the Association.
- (b) **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
- (c) **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
- (d) **Litigation:** After handing over of possession all litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas.
- (e) **Maintenance:** All costs for maintaining, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas, including the exterior or interior (but not inside any unit/apartment) walls of the Building.
- (f) **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Said Land, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas.
- (g) Rates and Taxes: Property tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Said Land save those separately assessed on the Allottee.
- (h) **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.
- (i) **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Promoter/Maintenance Agency/ Association for the Common Purposes.

SCHEDULE G

(EXTRA CHARGES AND DEPOSITS)

(PART I – EXTRA CHARGES)

The Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Generator Power Backup (Rs. per KVA) as per requirement: Rs. /- (Rupees only)
- (ii) Legal Charges per apartment: Rs. [•]/- (Rupees [•] only)
- (iii) Mutation Costs & Expenses: Rs. [•]/- (Rupees [•] only)
- (iv) CESC Cost & Expenses for Electricity Infrastructure: Rs. [•]/- (Rupees [•] only)
- (v) Charges for providing Amenities & Facilities: Rs. [•]/- (Rupees [•] only)
- (vi) Goods and Services Tax (GST) payable on the Total Price and/or on sale / transfer of the Apartment to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective installment or within 15 (fifteen) days of demand by the Promoter, whichever is the earliest.
- (vii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the Apartment in favour of the Allottee.
- (viii) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Deed and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the Apartment and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (ix) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the Apartment, and/or the agreed specifications, including the costs, charges and expenses for revision/registration/regularization of the Sanctioned Plan in relation to the Apartment.

(PART II - DEPOSITS)

(a)	CESC electricity meter deposit:	At actuals
(b)	Maintenance deposit:	Rs. [•]/- (Rupees [•] only)
(c)	Sinking fund:	Rs. [•]/- (Rupees [•] only)
(d)	Municipal rates and taxes deposit:	Rs. [•]/- (Rupees [•] only)

Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE H (PAYMENT MADE BY THE ALLOTTEE)

Inputs	T	
Туре		
Floor		
Parking Type		
1		
Parking Type		
2		
Parking Type		
3		
Apartment Number		
Details of the Flat		
Apartment (RERA Carpet Area - square feet)		
Balcony (RERA Carpet Area - square feet)		
Private Open Terrace (RERA Carpet Area - square feet)		
Apartment Consideration(A)		
Extra Charges		
Generator Power Backup (Rs. [•] per KVA) As per requirement		
Legal Charges per apartment (includes incidental expenses for		
registration twice & Association formation charges.) Stamp		
Duty and Registration fees to be paid by the Allottee at actuals		
Reimbursement of Mutation Costs & Expenses		
Reimbursement of CESC Cost & Expenses for Electricity		
Infrastructure		
Charges for providing Amenities & Facilities		

Extra Charges (B)	
Apartment Consideration + Extra Charges (A+B)	
Interest Free Deposits	
CESC Electricity Meter Deposit	
Maintenance Deposit	
Sinking Fund	
Municipal Rates and Tax Deposit	
Deposits (C)	
Total Amount Payable (Including Price+ Extra Charges & Interest Free Deposits) [A+B+C]	
GST Calculation (@ Current rates)	
Total GST Payable (Subject to change)	
SBU Area in square feet for the purpose of KMC Mutation	

SCHEDULE I (MUTUAL EASEMENTS & RESTRICTIONS)

The under mentioned rights easements and quasi easements privileges of the Allottee to be enjoyed along with other co-occupiers.

- (i) The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- (ii) The right of access and passage in common with the Association and/or the other allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Land.
- (iii) The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under the Allottee or the servants, agents, employees and invitees of the Allottee to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the other allottees and the Association along such drive way and

path ways as aforesaid.

- (iv) The right of support shelter and protection of the Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- (v) The right of passage in common as aforesaid electricity water and soil from and to the Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Said Land so as far as may be reasonable necessary for the beneficial occupation of the Apartment and for all purposes whatsoever.
- (vi) The right with or without workmen and necessary materials for the Allottee to enter from time to time upon the other parts of the Building(s) and the Said Land 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 Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the other allottees and occupiers of the other spaces and portion of the Building(s).

SCHEDULE J (HOUSE RULES AND COVENANTS)

The Allottee has agreed undertaken and covenanted to:

- (a) to co-operate with the Promoter/Maintenance Agency/Association in the management maintenance control and administration of the Project and the Said Land and other Common Purposes.
- (b) to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the prior consent in writing of the Promoter and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the allottees.
- (c) Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other allottees.
- (d) Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the Common Areas or on the outside wall of the Apartment and/or Building or anywhere in the Project PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his/her/their/its Apartment. It is

hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.

- (e) Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- (f) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (g) Not to install or keep or operate any generator in the Apartment or in the balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other Common Areas of the Buildings at the Project or the Said Land save the battery operated inverter inside the Apartment.
- (h) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (i) To maintain at his/ her/ its own costs, the Apartment and the balcony, in the same good condition state and order in which it be delivered to him/her/them/it and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local Authority, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (j) To draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other allottees. The main electric meter shall be installed only at the common meter space in the said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- (k) Not to sub-divide the Apartment and Car Parking Space under any circumstances.

- (I) Not use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other allottees/ occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other allottees/ occupants of the said Project.
- (m) Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.
- (n) Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- (o) Not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever.
- (p) Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- (q) Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- (r) The Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the Project (including at the open spaces at the Project) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:-
 - 1. The Allottee shall use only the space for Car Parking Space identified for him/her/them/it as per **Part II** of **Schedule C** hereto for parking;
 - The Allottee to whom the Car Parking Spaces are allotted shall pay any Maintenance Charges for such Car Parking Spaces punctually and without any delay or default;
 - 3. The Allottee shall use the Car Parking Space, only for the purpose of parking of his/her/their/it medium sized motor car that is capable of comfortably fitting in the allotted Car Parking Space.
 - 4. No construction or storage of any nature shall be permitted on any Car Parking Space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.

- 5. The Allottee shall not grant transfer let out or part with the Car Parking Space independent of the Flat nor *vice versa*.
- 6. In case due to any enactment or implementation of legislation, rule, byelaw or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
- 7. In case the Allottee's Car Parking Space is inter-dependent with any other parking facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Allottees of such facility or any other Allottees in the Project.
- (s) To allow the Promoter/Maintenance Agency/Association and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Promoter/Maintenance Agency/Association to the Allottee thereabout;
- (t) To install firefighting and sensing system gadgets and equipment as required under Applicable Law and shall keep the Apartment free from all hazards relating to fire.
- (u) To keep the Apartment and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
- (v) Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- (w) Not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
- (x) Not violate any of the rules and/or regulations laid down by the Promoter/Maintenance Agency/Association for use of the Common Areas.
- (y) Not throw or accumulate or cause to be thrown or accumulated any dust,

- rubbish or other refuse in the Common Areas save at the places indicated therefore.
- (z) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of insurance on any apartment or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- (aa) Not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
- (bb) To use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Said Land by the Promoter and all other persons entitled thereto.
- (cc) To use the Common Areas with due care and caution and not hold the Transferors liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person.
- (dd) Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- (ee) Not to claim any access or user of any other portion of the Project except the Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- (ff) Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- (gg) No bird or animal shall be kept or harboured in the Common Areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the Common Areas of the Project unless accompanied. The Allottee shall not slaughter or sacrifice any animals in the Apartment and/or any part or portion of the Project.
- (hh) Keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or

throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Said Land.

- (ii) Not to change/alter/modify the names of the Project and/or any of the Buildings therein from those mentioned in the AFS.
- (jj) The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the Apartment and the other components of the Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.
- (kk) All other terms and conditions contained in the AFS (including specifically Schedule H thereof).

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

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Drafted by

RECEIPT AND MEMO OF CONSIDERATION:

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