

DEED OF CONVEYANCE

1. Dated: _____
2. Place: Kolkata
3. Parties:
 - 3.1 SILICAL HOUSING SYSTEMS LTD. (PAN :AFTPA4307Q) having its registered office at 23A, N.S. Road, 3TM Floor, Suite 9B, P.O. G.P.O. Police Station Hare Street, Kolkata-700001, represented by SHRI JAGDISH KUMAR KHEMKA (PAN ; AFOPK1261Q) son of Late Om Prakash Khemka residing at 117, Block F, New Alipore, P.O. New Alipore, Police Station New Alipore, Kolkata -700053

- 3.2 **ANJANEYA CONSTRUCTIONS PVT. LTD. (PAN :AAFCA7742P)** incorporated under the Companies Act, 1956 , having its registered office at P-141, Sahapur Colony, 1st Floor, Kolkata-700053 represented by SMT. SHRIDDHI DALMIA (PAN :AEGPA3711A) wife of Aditya Dalmia residing at 11, Ashoka Road, Alipore, P.O. Alipore, Police Station Alipore, Kolkata -700027
- 3.3 **CONSOLIDATED RAYON LTD. (PAN: AABCC2714R)** having its registered office at P-141, Sahapur Colony, 1st Floor, Kolkata-700053 represented by **SHRI ADITYA DALMIA (PAN: AGLPR84SOA)** son of Ramprakash Dalmia residing at 11, Ashoka Road, Alipore, P.O. Alipore, Police Station Alipore, Kolkata -700027
- 3.4 **FAIRLAND MARKETING PVT. LTD. (PAN: AABCF38S3A)** having its registered office at P-141, Sahapur Colony, 1st Floor, Kolkata-700053 represented by SMT. SHRIDDHI DALMIA (PAN :AEGPA3711A) wife of Aditya Dalmia residing at 11, Ashoka Road, P.O. Alipore, Police Station Alipore, Kolkata -700027,

(Owners which expression shall unless excluded by or repugnant to the subject or context be deemed to mean to the subject or context be deemed to mean and include their successors in office, successors in interest , representatives, administrators or assigns)

AND

- 3.5 **GITA ENTERPRISES (PAN: AARFGQ389F)**, a Partnership Concern having its office at 5A, Narendra Chandra Dutta Sarani, Kolkata-700001 being represented by its partner **SHRI ABHISHEK BHALOTIA (PAN: ADFPB3925K)** son of Om Prakash Bhalotia by faith Hindu by occupation -Business, residing at 20/1, Chetla road, P. O. Alipore, Police Station Alipore, Kolkata-700027, ("**DEVELOPER**" **SELLER**) which expression shall unless excluded by or repugnant to the subject or context be deemed to mean to the subject or context be deemed to mean and include the respective partners, heirs of the partners successors in interest and assigns)

AND

3.6 _____ (CIN no. _____) a company incorporated under the provisions of the Companies Act, 1956 or Companies Act, 2013 (as the case may be), having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee / Buyer" (which expression shall unless repugnant to the content or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

3.7 M/s _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____ (Aadhaar no. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

OR

3.8 Ms. _____ (Aadhaar no. _____) son / daughter of _____, aged about _____ residing at _____, (PAN _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

OR

3.9 Mr. _____ (Aadhaar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Collectively BUYERS which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their/his/her heirs, executors, legal representatives, successors and/or assigns)

Owners, Developer and Buyers collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:

4.1 Said Flat: Residential Flat No. " _____ " on the _____ side of the " _____th Floor, in Block _____ of the New Building named " _____, having carpet area _____ corresponding Built Up area _____ corresponding super built-up area of _____ (_____) Square Feet, consisting of _____ (_____) bed rooms, _____ (_____) ,toilets, 1 (one) kitchen and 1(one) living/ dining room, described in Part-I of the 2nd Schedule below (Said Flat), comprised in Block No. I (Said Building) in the complex named ' _____ ' (Said Complex) situated at ALL THAT piece and parcel of land measuring 22 (twenty two) Cotahs 4 (four) Chittacks , 00 square feet, more or less, together with 200 square feet tiled shed structures , together with the amenities and facilities , passages and all other easements rights attached thereto , situate and lying at Mouza Shibrampur, J.L No. 18, L.R Khatian No. 2107, 2108,2109, 2110 , L.R Dag No. 102, 103 , 102/818 and 103/ 819 , being Municipal Premises No.78, Ho- Chi- Minh Sarani, Police Station Behala , within the jurisdiction of the Kolkata Municipal Corporation , Ward No. 127, Assessee No. 41-127- 06- 0144-7, Kolkata 700061,District 24 Parganas (South) (Said Premises), and more fully described the 1st Schedule below

4.1.1 Land Share: Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (**Land Share**), attributable and appurtenant to the Said Flat.

4.1.2 Parking Space: The car parking space/s described in **Part-II** of the 2nd Schedule below (**Parking Space**), if any.

4.1.3 Share In Common Portions: Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 3rd Schedule below (collectively **Common Portions**).

- 4.1.4 **Easement Rights:** Right of perpetual easement on the roads and pathways situate inside the _____ project (**Easement Rights**).

The Said Flat, the Land Share, the Parking Space (if any), Share in Common Portions and Easement Rights collectively described in **Part-III** of the 2nd **Schedule** below (collectively **Said Flat And Appurtenances**).

5. Background:

- 5.1 **Ownership of Asesh Kanta Bandopadhyay Chowdhury** son of Amiya Kanta Bandopadhyay : Asesh Kanta Bandopadhyay Chowdhury son of Amiya Kanta Bandopadhyay Chowdhury purchased some landed property in Mouza -Shihrapur, J.L. No. 18, R.S.No.77, District Collectorate Touzi No, 1825, Pargana - Balia, Police Station - Behala, under Hal divisional Dag No. 102/118, under Hal Revisional Khatian No.44, measuring about 22 decimal and under Hal divisional Dag No. 103/119, under Hal divisional Khatian No.44, measuring about 03 decimal total measuring about 25 decimal equivalent to 15 (fifteen) cottahs 2 (two) chittacks more or less and under Hal Rivisional Dag No. 102 & 103 under Hal Rivisional Khatian No.265, land measuring about 7 (seven) cottahs 2 (two) chittacks from Tarak Sadhan Halder, Kalyan Kumar Halder and Smt. Namita Rani Halder by way of Sale Deed registered in the office of Joint Sub-Registrar Alipore at Behala, and recorded in Book No.1, Volume No.21 pages from 76 to 89 being No.959 for the year 1966 for establishment of small scale Industries [**Mother Land**] ,described in the **First Schedule** below.
- 5.2 **Title Suit No. 3 of 1980 for partition of the Mother Land :** Asim Kanta Bandopadhyay Chowdhury, and Anjan Kanta Bandopadhyay Chowdhury both sons of Amiya Kanta Bandopadhyay Chowdhury and brother of Asesh Kanta Bandopadhyay Chowdhury filed Title Suit No. 3 o 1980 before the Ld. 7th Court of Sub-Judge at Alipore against Asesh Kanta Bandopadhyay Chowdhury for partition of the said property.
- 5.3 **Decree passed by the Ld. Court in the said Title Suit :** Upon hearing the contesting parties, the Ld. Sub -Judge, 7th Court at Alipore, passed the decree in terms of the compromise petition together with the plan annexed thereto by the contesting parties.
- 5.4 **Allotment to Asim Kanta Bandopadhyay Chowdhury :** As per the said order and decree of the Ld. Court, Asim Kanta Bandopadhyay Chowdhury was allotted Lot "B" with yellow border in the plan annexed thereto , comprising of 448.71 square meter land with all easement rights thereto and structures. if anv. in his exclusive

possession in absolute right in his one third share in the entire suit property .

- 5.5 **Allotment to Anjan Kanta Bandopadhyay Chowdhury :** As per the said order and decree of the Ld. Court, Anjan Kanta Bandopadhyay Chowdhury was allotted Lot "C" with brown border in the plan annexed thereto, comprising of 451.12 square meter of land with all easement rights thereto and structures , if any, in his exclusive possession in absolute right in his one third share in the entire suit property.
- 5.6 **Allotment to Asesh Kanta Bandopadhyay Chowdhury :** As per the said order and decree of the Ld. Court, Asesh Kanta Bandopadhyay Chowdhury was allotted Lot "A" with red border in the plan annexed thereto , comprising of 450.57 square meter of land with all easement rights thereto and structures , if any, in his exclusive possession in absolute right in his one third share in the entire suit property and Lot "D" marked with green border in the plan annexed thereto forming a part of the compromise petition comprised in 137.86 square meter land to be treated as the common passage of the parties in the suit to be held in their joint possession for ingress to and egress from their respective allotment together with all easement rights / facilities attached thereto.
- 5.7. **Ownership of Asesh Kanta Bandopadhyay Chowdhury :** Thus by virtue of the said partition Asesh Kanta Bandopadhyay Chowdhury ,became the absolute owner of land measuring about 450.57 square meter of land with structures standing thereon together with all easement rights of the common passage and he got his name mutated in the records of the then South Suburban Municipality, now Kolkata Municipality , being known and numbered as Holding No. 78, Ho Chi Minh Sarani , within Mouza Sivarampur, R.S No.77, J.L No. 18, Touzi No. 1826, R.S Khatian No. 44, R.S Dag NL 102/818 and 103/819 , Khatian NO. 265, Dag No.102 and 103 , Police Station Behala , Kolkata 700061, District 24 Parganas (South).
- 5.8 **Ownership of Asim Kanta Bandopadhyay Chowdhury :** Thus by virtue of the said partition Asim Kanta Bandopadhyay Chowdhury, became the absolute owner of land measuring about 448.71 square meter of land with structures standing thereon with all easement rights of the common passage within the said three premises and he got his name mutated in the records of the then South Suburban Municipality. now Kolkata Municipality . being known and

numbered as Holding No. 78/1, Ho Chi Minh Sarani , within Mouza Sivarampur, R.S No.77, J.L. No. 18, Touzi No. 1826, R.S Khatian No. 44, R.S Dag NI. 102/818 and 103/819 , Khatian NO. 265, Dag No.102 and 103, Police Station Behala , Kolkata 700061, District 24 Parganas (South)

- 5.9 **Ownership of Anjan Kanta Bandopadhyay Chowdhury** : Thus by virtue of the said partition Asim Kanta Bandopadhyay Chowdhury ,became the absolute owner of land measuring about 451.12 square meter of land with structures standing thereon with all easement rights of the common passage within the said three premises and he got his name mutated in the records of the then South Suburban Municipality, now Kolkata Municipality , being known and numbered as Holding No. 78/2, Ho Chi Minh Sarani , within Mouza Sivarampur, R.S No.77, J.L. No. 18, Touzi No. 1826, R.S Khatian No. 44, R.S Dag No. 102/818 and 103/819 , Khatian NO. 265, Dag No.102 and 103, Police Station Behala , Kolkata 700061, District 24 Parganas (South)
- 5.10 **Sale by Aresh Kanta Bandopadhyay Chowdhury** : By a Deed of Sale dated 29th January, 1983 registered in the office of the D.S.R , Alipore and recorded in Book No. I, Volume No. 40, Pages from 180 to 197 Being No.1056, for the year 1983 sold, transferred , conveyed and assigned his allotted property being land measuring 450.57 sq. meter equivalent to 4850 sqft. with structures standing thereon together with all easement rights of the common passage within the said three premises known and numbered as 78, Ho Chi Minh Sarani , Police Station Behala , District 24 Parganas (South) to Prontodel Engineering Systems Private Limited , having its registered office at 74, Hazra Road, Police Station Ballygunge , Kokata 700029.
- 5.11 **Sale by Asim Kanta Bandopadhyay Chowdhury** : By a Deed of Sale dated 29th January, 1983 registered in the office of the D.S.R , Alipore and recorded in Book No. I, Volume No. 40, Pages from 163 to 179, Being No.1055 , for the year 1983 sold, transferred , conveyed and assigned his allotted property being land measuring 448.71 sq. meter equivalent to 4830 sqft. with structures standing thereon together with all easement rights of the common passage within the said three premises known and numbered as 78, Ho Chi Minh Sarani , Police Station Behala , District 24 Parganas (South) to Prontodel Engineering Systems Private Limited , having its registered office at 74, Hazra Road, Police Station Ballygunge , Kokata 700029.

- 5.12 **Sale by Anjan Kanta Bandopadhyay Chowdhury :** By a Deed of Sale dated 29th January, 1983 registered in the office of the D.S.R, Alipore and recorded in Book No. I, Volume No. 40, Pages from 145 to 162 Being No.1054, for the year 1983 sold, transferred, conveyed and assigned his allotted property being land measuring 451.12 sq. meter equivalent to 4855.81527 sqft. with structures standing thereon together with all easement rights of the common passage within the said three premises known and numbered as 78/2, Ho Chi Minh Sarani, Police Station Behala, District 24 Parganas (South) to Prontodel Engineering Systems Private Limited, having its registered office at 74, Hazra Road, Police Station Ballygunge, Kokata 700029.
- 5.13 **Ownership of Prontodel Engineering Systems Private Limited :** By virtue of aforesaid purchases, Prontodel Engineering Systems Private Limited became the absolute owner of the entire land measuring about 22 Cottahs 4 Chittacks, inclusive of common passage, being holding no. 78, 78/1 and 78/2, Ho Chi Minh Sarani, and mutated its name in the record of the Kolkata Municipal Corporation under Assessee No. 41-127-06-0144 -7, 41-127-06-0405-9 and 41-121-06-0406-0 respectively.
- 5.14 **Sale to [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited :** By a Deed of Sale dated 1st December, 2014 registered in the office of the D.S.R, Alipore and recorded in Book No. I, Volume No. 17, Pages from 2344 to 2365 Being No.12715 for the year 2014, said, Prontodel Engineering Systems Private Limited, sold, transferred, conveyed and assigned the entire land measuring about 22 Cottahs 4 Chittacks inclusive of common passage, being holding no. 78, 78/1 and 78/2, Ho Chi Minh Sarani, under Assessee No. 41-127-06-0144 -7, 41-127-06-0405-9 and 41-121-06-0406-0 respectively of the Kolkata Municipal Corporation to [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited who became the joint owners of the same and they got their names muted in the records of the B.L& L.R.O, T.M Block, Behala, converted the character of the land as Bastu and also muted in the record of the Kolkata Municipal Corporation, amalgamating the three premises, being known and numbered as Premises No. 78, Ho-Chi- Minh Sarani, Kolkata 700061, Ward No.127, under Assessee No. 0-41-127-06-0144-7, who were in enjoyment of possession by paying rates and taxes regularly.

- 5.15 **Urban Land [Ceiling and Regulation] Act 1976:** The Seller herein has obtained the ULC clearance certificate from the Competent Authority under the Urban Land [Ceiling and Regulation] Act 1976 vide letter No 609/ULC/Alip/2016 dated 04.07.2016
- 5.16 **Development Agreement with M/s VEER BALAJI INFRABUILD PRIVATE LIMITED** by [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited : Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited , the Owners herein entered into a Joint Venture Agreement on 25th August, 2015 registered in the office of D.S.R.-II South 24 Parganas and recorded in Book No. I. Volume No, 1602-2015, page from 101972 to 101998, Being No. 160208962, for the year 2015 with M/s VEER BALAJI INFRABUILD PRIVATE LIMITED for development of the said land measuring about **22 cottahs 4 Chittacks 00 Sq.ft. more or less**, together structure standing thereon together with the amenities and facilities, passages and all other easements rights attached thereto, lying and situated in Mouza Shibrapur, J.L. No. 18, L.R. Khatian No. 2107, 2108, 2109, 2110, LR Dag No.102, 103, 102/818 and 103/819 Police Station - Behala, being Premises No. 78, Ho-Chi-Minh Saratu, Kolkata- 700061, within the Jurisdiction of the Kolkata Municipal Corporation, Ward no.127, under Assessee No.41-127-06-0144-7, District 24 Parganas (South), more fully described in the Schedule hereunder written, on the terms and conditions agreed therein.
- 5.17 **Application for Sanction of Building Plan by the Kolkata Municipal Corporation** : In terms of the said Joint Venture Agreement the Owners applied for the building plan to be sanctioned by the Kolkata Municipal Corporation for construction of multi storied building on the said premises No.78, Ho-Chi-Minh Sarani, Police Station- Behala, Kolkata - 700061, Ward No. 127, District 24 Parganas (South)
- 5.18 **Cancellation of the said Joint Venture Agreement dated 25th August, 2015 with M/s VEER BALAJI INFRABUILD PRIVATE LIMITED** due to paucity of fund and some other unavoidable circumstances the Developer was unable to execute the said project as per the said Agreement and therefore both the parties therein cancelled the said Development Agreement by a Cancellation Agreement dated 26.05.2017, and registered on 13.9.17 duly registered in the office of D.S.R II, Alipore, South 24 Parganas, vide Book No. I, Volume No. 1602-2017, Pages from 247830 to 247847 ,Being No 160208520 for the year 2017 and the said [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated

Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited , the Owners herein took back possession of the said property from the Developer therein.

- 5.19 **Looking Out for a New Developer by the Owners :** Since the Owners felt it difficult to construct the new project by themselves, they were in the lookout for a new Developer for the same.
- 5.20 **Offer by Gita Enterprise to develop the said property and Acceptance by the Owners herein :** Having come to know the desire of the Owners M/s Gita Enterprises, a Partnership Concern , having its office at 5A, Narendra Chandra Dutta Sarani, Kolkata 700001 , approached the Owners to develop the said property by constructing multistoried building on the said land which was accepted by the Owners.
- 5.21 **Development Agreement with Gita Enterprise , the Developer herein :** By a Development Agreement dated 26th May 2017 , registered in the office of the District sub Registrar II at Alipore , recorded in Book No.1, Volume No. 1602-2017, Pages from 247848 to 247883 ,Being No 160208521 for the year 2017, Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited, the Owners herein appointed Gita Enterprises a Partnership Concern, having its office at 5A, Narendra Chandra Dutta Sarani, Kolkata 700001 as the Developer to develop the said land by constructing and completing the complex in all respect and to enter into contract on behalf of the Owners with the prospective allottees / purchasers/lessees/transferees for the purpose of sale/transfer/ lease and /or for otherwise dealing with the units / spaces n the buildings comprised in the project under the terms and conditions recorded therein.
- 5.22 **Power Of Attorney to M/s Gita Enterprises by [i] Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited :** By a registered Power of Attorney dated 21st September, 2017 registered in the office of the District Sub Registrar, II, South 24 Parganas, recorded i in Book No. I . Volume Number 1602-2017, Pages from 254506 to 254526 , being No. 160208716 for the year 2017 the Owners namely Silical Housing Systems Limited, [ii] Anjaneya Constructions Pvt. Ltd. [iii] Consolidated Rayon Ltd. and [iv] Fairland Marketing Pvt. Limited granted all requisite powers to M/s Gita Enterprises to develop the said land by constructing and completing the complex in all respect and to enter into contract on behalf of the Owners with the intending purchasers/ buyers / lessees/transferees for the purpose of sale/transfer/ lease and /or for

otherwise dealing with the units spaces in the buildings comprised in the project and to do all the needful for the same.

- 5.23 **Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Land by constructing the New Building thereon and selling units Ground Floor for Parking Space, **and from First Floor to Ninth Floor for Residential Purpose** and other covered and open spaces therein (**Units**), the Seller has got a building plan sanctioned by the Kolkata Municipal Corporation (KMC) vide Building Permit No. 2018140285 dated 21.12.2018 Ward No. 127 (**Sanctioned Plan**, which includes all sanctioned/ permissible modifications made thereto, if any, from time to time.
- 5.24 **Scheme:** The Sellers formulated a scheme for sale of Flats in the Said New Building.
- 5.25 **Application and Allotment:** The Buyer has applied to the Sellers for purchase of the Said Flat, Parking Space And Appurtenances and the Sellers have allotted the same to the Buyer conditional upon the Buyer's entering into this Agreement.
- 5.26 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the allotment made by the Sellers, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat, Parking Space And Appurtenances by the Sellers to the Buyer.
- 5.27 **Approach of Buyer:** The Buyer approached the Developer to purchase a Flat, described in **Part - I of the 2nd Schedule (Said Flat)** with necessary appurtenances and a parking space (**Parking Space**), described in **Part - II of the 2nd Schedule** below, comprised in the Developer's Area.
- 5.28 **Sale Agreement:** By agreement dated _____ (**Sale Agreement**), the Developer has agreed to nominate the Buyer and the Sellers, accepting such nomination, have agreed to transfer and convey out of the Developer's Area, undivided impartible share in the Land as be attributable to the Said Flat together with the benefit of the Plans relating to the Said Flat and proportionate benefit of the Plans relating to the Common Portions, as be attributable to the Said Flat (collectively **Said Share In The Land And The Rights And Properties Appurtenant Thereto**). Under the Sale Agreement the Developer has also agreed to sell to the Buyer the Said Flat and the Parking Space and the proportionate undivided impartible share in the Common Portions as be

attributable to the Said Flat (**Said Flat And Appurtenances**) described in the **Part- III** of the **2nd Schedule** below.

5.29 **Completion of Construction:** The Developer has completed construction of the New Building and has obtained occupancy certificate from the Corporation and has called upon the Buyer to take possession of the Said Flat And Appurtenances and also conveyance of the Said Flat And Appurtenances and the Said Share In The Land And The Rights And Properties Appurtenant Thereto (collectively (**Said Flat And Appurtenances**)) described in the **Part- III** of the **2nd Schedule** below, which the Buyer has agreed to receive.

5.30 **Transaction:** In pursuance of the aforesaid, the Sellers are completing the sale of the Said Share In The Land And The Rights And Properties Appurtenant Thereto and the Developer is completing the sale of the Said Flat And Appurtenances, thereby collectively conveying the Said Flat And Appurtenances in favour of the Buyer, by these presents.

5. **Transfer:**

5.1 **Transfer by Sellers:** At the request of the Developer, the Sellers, accepting the Buyer as nominee of the Developer, are conveying to the Buyer, absolutely and for ever, free from all encumbrances of any and every nature whatsoever, the Said Share In The Land And The Rights And Properties Appurtenant Thereto, being:

5.1.1 **Land Share:** Undivided impartible proportionate share in the land contained in the Premises, described in the **1st Schedule** below, as be attributable to the Said Flat.

5.1.2 **Benefit of Plans:** Benefit of the Plans relating to the Said Flat and proportionate benefit of the Plans relating to the Common Portions, as be attributable to the Said Flat.

5.2 **Transfer by the Developer:** The Developer is conveying to the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the **Said Flat And Appurtenances**, being:

5.2.1 **Flat:** The Said Flat, described in **Part I** of the **2nd Schedule** below.

5.2.2 **Parking Space:** The Parking Space, described in **Part II** of the **2nd Schedule** below.

5.2.3 **Share in Common Portions:** Undivided impartible proportionate share in the Common Portions, described in the 3rd Schedule below, as be attributable to the Said Flat.

6. **Terms of Transfer:**

6.1 **Salient Terms:** The transfer of the Said Flat And Appurtenances being effected by this Conveyance is:

6.1.1 **Law:** A conveyance within the meaning of the Transfer of Property Act, 1882.

6.1.2 **Absolute:** Absolute, irreversible and for ever.

6.1.3 **Free of Encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.

6.1.4 **Together With:**

6.1.4.1 **Easements:** Easements and quasi easements rights as indicative list of which is given in the 5th Schedule below.

6.1.5 **Subject to:**

6.1.5.1 **Payment of Common Expenses:** The Buyer paying proportionate share of all costs and expenses for maintenance and up keep of the Common Portions (collectively **Common Expenses**), indicative list of which is given in the 4th Schedule below.

6.1.5.2 **Observation of Covenants:** The Buyer observing, performing and accepting the reservations, easements, quasi-easements and stipulations (collectively **Covenants**), indicative list of which is given in the 6th Schedule below.

7. **Consideration:** The aforesaid transfers are being made in consideration of a sum of Rs. _____ (Rupees _____) only (**Consideration**), which includes (1) the consideration received by the Sellers through the Developer towards price of the Said Share In The Land And The Rights And Properties Appurtenant Thereto (computed on the basis of the proportionate cost of construction of the Sellers' Area) and (2) the consideration received by the Developer towards price of the Said Flat And Appurtenances and the Sellers and the Developer hereby and by the Receipt and Memo below, admit the same.
8. **Possession:** Vacant, peaceful, satisfactory and acceptable possession of the Said Flat And Appurtenances has been handed over by the Developer to the Buyer, which the Buyer admits, acknowledges and accepts.
9. **Outgoings:** All liabilities, outgoing, charges, taxes and levies relating to the Said Flat And Appurtenances shall be borne, paid and discharged by the Buyer from the date of this Conveyance.
10. **Conclusion of Contract:** The parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the parties against each other in future.

**1st Schedule
(Said Premises)**

ALL THAT piece and parcel of land measuring 22 (twenty two) Cotahs 4 (four) Chittacks, 00 square feet, more or less, together with 200 square feet tiled shed structures, together with the amenities and facilities , passages and all other easements rights attached thereto, situate and lying at Mouza Shibrampur, J.L No. 18, L.R Khatian No. 2107, 2108,2109, 2110 , L.R Dag No. 102, 103, 102/818 and 103/ 819, being Municipal Premises No.78, Ho- Chi- Minh Sarani, Police Station Behala, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 127, Assessee No. 41-127- 06- 0144-7 , Kokata 700061, District 24 Parganas (South) delineated on Plan "A"annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

On the North	: By 43' ft. wide Ho- Chi- Minh Sarani,
On the East	: By land of Krishnapada Mondal
On the South	: By Private Residential Buildings
On the West	: By land of Bechulal Halder

2nd Schedule

Part-I

(Said Flat)

Residential Flat No. " _____ " on the _____ side of the " _____th Floor,
in Block _____ of the New Building named " _____ "
having carpet area _____ corresponding Built Up area
_____ corresponding super built-up area of
(.....) Square Feet, consisting of (.....) bed rooms, (.....)
toilets, 1 (one) kitchen and 1 (one) living/ dining room demarcated in
colour **Green** on Plan "**B**" attached hereto situated at Municipal Premises No.
78, Ho- Chi- Minh Sarani, Police Station Behala , Kolkata 700061 described
in the 1st Schedule (Said Premises).

Part II

(Parking Space)

Open/Covered Space for reserved for parking of One Medium size car in the
Basement of the building named _____, admeasuring Square feet more or
less, built up area at Municipal Premises No. 78, Ho- Chi- Minh Sarani,
Police Station Behala , Kolkata 700061

Part-III
(Said Flat And Appurtenances)
[Subject Matter of Conveyance]

Residential Flat No. " _____" on the _____ side of the " _____th Floor, in Block _____ of the New Building named " _____,

having carpet area _____ corresponding Built Up area _____ corresponding super built-up area of (.....) Square Feet, consisting of(.....) bed rooms,(.....) toilets, 1 (one) kitchen and 1(one) living/ dining room demarcated in colour **Green** on Plan "**B**" attached hereto situated at Municipal Premises No. 78, Ho- Chi- Minh Sarani, Police Station Behala , Kolkata 700061 (**Said Premises**), and more fully described the **1st Schedule** above.

Together with 1[One] Covered Space for reserved for parking of small sized motor car more or less situate at complex named ' _____', constructed on a divided and demarcated portion of Municipal Premises No. 78, Ho- Chi- Minh Sarani, Police Station Behala , Kolkata 700061.

Together With undivided, proportionate, impartible and variable share and/or interest in the Common Portions described in the **3rd Schedule** above as be attributable and appurtenant to the Said Flat.

3rd Schedule
(Common Portions)

- Driveways (excluding the driveway in the front portion)
- Lobbies
- Staircases and landings
- Stair head room, office room for Association and electric meter space
- Lift machine room, chute and lift well
- Common installations on the roof above the top floor of the Said Building
- Ultimate/Top roof above the top floor of the Said Building

- Overhead water tank, water pipes, sewerage pipes of the Said Building (save those inside any Flat or attributable thereto)
- Drains, sewerage pits and pipes within the Said Building (save those inside any Flat or attributable thereto)
- Lift and lift machinery
- Fire fighting equipment and accessories as directed by the Director of West Bengal Fire Services
- Boundary wall around the periphery of the Said Premises and decorative gates for ingress and egress to and from the Said Premises
- Lighting arrangement at the entrance gate and passages within the Said Premises

4th Schedule
(Common Expenses/Maintenance Charge)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Said Building, including the exterior or interior (but not inside any Flat) walls of the Said Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, changeover switches, CCTV (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 Portions.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyers.

8. **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.
9. **Reserves And Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Portions.

**5th Schedule
(Easements)**

The Sellers and the other co-owners shall allow each other, the Developer and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- 1) **Right of common passage and Common Portions:** The right of common passage, user and movement in all Common Portions.
- 2) **Right of passage of utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Premises, the New Building including the Flats and the Common Portions.
- 3) **Right of support, shelter and protection:** Right of support, shelter and protection of each portion of the New Building by other and/or others thereof.
- 4) **Absolute, unfettered and unencumbered right over the Common Portions:** The absolute unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
- 5) **Rights, support, easements and appurtenances occupied by Sellers' Area:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Sellers' Area.
- 6) **Right to enter upon any Flat:** The right, with or without workmen and necessary materials, to enter upon the New Building, including the Flats and the Parking Spaces comprised in the Vendor's Area,, or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to

any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (Forty Eight) hours prior notice in writing to the co-owners affected thereby.

- 7) **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the New Building.

**6th Schedule
(Covenants)**

1. Transfer & dismemberment:

- 1.1 **No partition of land share:** The Buyer shall not, at any time, claim partition of the undivided impartible proportionate share in the Land and/or the Common Portions.
- 1.2 **Future transfer:** Future transfers of the Said Flat And Appurtenances shall always be accompanied by the transfer of all share or interest or obligations the Buyer has in the New Building and the Premises.

2. Mutation, taxes and impositions:

- 2.1 **Mutation by Buyer:** The Buyer shall apply for and have the Said Property, separately assessed and mutated in the name of the Buyer.
- 2.2 **Failure of Buyer to mutate:** If the Buyer fails to apply for mutation as above, the Sellers and/or the Developer shall be entitled to have the same effected and the Buyer shall reimburse the Sellers and /or the Developer all costs and expenses incurred in this regard within 15 (fifteen) days, without prejudice to the other rights of the Developer.
- 2.3 **Payment of outgoings till separate assessment:** Until separate assessment of the Said Property, the Buyer shall pay the proportionate share of the taxes and impositions (which includes Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Multistoried Building Tax, if any, Urban Land Tax, Betterment Fees, Water Tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) levied on the whole Premises and the New Building. Upon assessment, the

Buyer shall pay wholly all taxes and impositions, in respect of the Said Property.

- 2.4 **Penalty, interest for non/delayed payment:** The Buyer shall be liable to pay penalty, interest, costs, charges and expenses in respect of such taxes and impositions, proportionately or wholly, as the case may be.
- 2.5 **Liability of Buyer to pay outgoings from date of conveyance:** All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Premises, the New Building and the Said Property, accruing till the date of this Conveyance shall be paid by the Developer and those accruing for the period hereafter shall be paid by the Buyer wholly, in case the same relates exclusively to the Said Flat And Appurtenances and proportionately, in case the same relates to the Premises and the New Building.

3. **Management and maintenance of the Common Portions:**

- 3.1 **Management till formation of Association:** Until formation of the body of flat owners (**Association**), the Developer, may, from time to time, appoint ad-hoc committee or committees of the co-owners for such purposes and on such terms as the Developer may deem proper. The Developer, at its option, may also terminate the appointment of such ad-hoc committee or committees. The Buyer shall not interfere or raise any objection whatsoever in or with the said functions of the Developer and/or of the Association, relating to the common purposes.
- 3.2 **Formation of rules and regulations for management:** The Developer and upon its formation, the Association, shall frame such rules, regulations and bye-laws for the common purposes, as the Developer or the Association may consider reasonable but not inconsistent with the provisions herein and the Buyer shall abide by the same.

4. **Association:**

- 4.1 **Member of Association:** The Buyer, the Sellers (if they retain any Flat) and also the Developer (if it retains any Flat) shall become members of the Association and shall

pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign all forms and papers as be necessary and be reasonably required for formation of the Association.

5. **Title deeds:**

5.1 **Possession of title Deeds:** The Sellers shall keep the title deeds of the Premises, as are in their possession, in their safe custody. The Sellers shall, at the costs of the Buyer, arrange for inspection and production before such authorities as required and allow copies and/or extracts to be taken.

6. **Additions, alterations and payment of betterment fees etc:**

6.1 **Statutory Additions and alterations:** The Buyer shall, at the costs of the Buyer, wholly in case it relates to the Said Flat And Appurtenances and proportionately, in case it relates to all the Flats in the New Building and/or the Common Portions, make all alterations and/or additions as be required to be made by the Kolkata Municipal Corporation or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

7. **User of the Said Flat and Parking Space and the Common Portions:**

7.1 The Buyer shall, at own costs and expenses:

7.1.1 **Maintenance of Said Flat in good condition:** Keep the Said Flat and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

7.1.2 **User of the Parking Space and Common Portions:** Use the Parking Space and all Common Portions carefully, peacefully and quietly and only for the purposes for which they are meant.

7.1.3 **User of the paths, passages and staircases:** Use all paths, passages, and staircases (save those reserved by the Developer/ Association, upon its formation)

for the purpose of ingress and egress and for no other purpose whatsoever.

7.1.4 **Fixation of grills:** Use and affix grills as specified by the Association.

7.2 The Buyer shall **Not** do the following:

7.2.1 **No obstruction to the Developer/Association:** Obstruct the Developer/Association in their acts relating to the common purposes.

7.2.2 **No violation of Rules and Regulations:** Violate any of the rules and/or regulations laid down for user of the Common Portions.

7.2.3 **No injury, harm or damage:** Injure, harm or damage the Common Portions or any other Flats in the New Building by making any alterations or withdrawing any support or otherwise.

7.2.4 **No alteration of any portion, elevation and colour scheme:** Alter any portion, elevation or colour scheme of the New Building.

7.2.5 **No accumulation or throwing of dirts:** Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions Save at the place indicated therefor.

7.2.6 **No placement of articles in Common Portions:** Place or cause to be placed any article or object in the Common Portions.

7.2.7 **User of the Said Flat:** Use the Said Flat or any part thereof for any purpose other than for residential purpose.

7.2.8 **No obnoxious and injurious activities:** Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Property.

7.2.9 **No nuisance and annoyance:** Do or permit anything to be done which is likely to cause nuisance or

- annoyance to the occupants of the other Flats in the New Building and/or the adjoining building or buildings.
- 7.2.10 **No club, meeting hall, conference hall, nursing home etc.:** Use or allow the Said Flat and the Parking Space, or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose without the written consent of the Developer/ Association.
- 7.2.11 **No putting up or fixation of sign boards, name plates in the Common Portions:** Put up or affix any sign board, name plate or other similar articles in the Common Portions or outside walls of the New Building and/or outside walls of the Said Flat Save at the place or places provided therefor or approved in writing by the Developer/ Association **Provided That** this shall not prevent the Buyer from displaying a decent name plate outside the main door of the Said Flat.
- 7.2.12 **No obstruction or objection to others to alter, transfer and construct:** Obstruct or object to the Developer using, allowing others to use, transferring or making any construction on any part of the Premises and/or the New Building.
- 7.2.13 **No obstruction to Developer in selling or granting rights to others:** Obstruct the Developer in selling or granting rights to any person on any part of the Premises and/or the New Building.
- 7.2.14 **No storage of offensive, combustible, hazardous, dangerous, articles:** Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Property.
- 7.2.15 **No fixing up or drawing wire, cable or pipe through common Portions:** Affix or draw any wire, cable or pipe from, to or through the Common Portions or outside walls of the New Building or other Flats Save in the manner indicated by the Developer/ Association.

7.2.16 **No heavy article:** Keep any heavy articles or things which are likely to damage the floors or operate any machine. Save usual home appliances.

7.2.17 **No installation of generator causing nuisance:** Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the New Building.

7.2.18 **No change of windows and grills without approved specification:** Affix or change windows or grills other than according to the approved specifications and on obtaining prior written permission of the Developer/ Association.

7.2.19 **No change of colour scheme, windows, grills, main gate other than approved specification:** Change the colour scheme of the windows, grills and the main door of the Said Flat other than according to the specifications of the Developer/ Association and on obtaining prior written permission of the Developer/ Association.

8. **Payments and deposits towards and impositions and the Common Expenses:**

8.1 **Punctual deposit and payments:** Deposits and payments shall be made by the Buyer within 8 (Eight) days of the Developer's/ Association's leaving its bill for the same in the Said Flat and/or at the above or last notified address of the Buyer.

8.2 **Deficit and/or excess payments:** Out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Buyer shall pay further amounts and in case there be any excess, the same shall be refunded to the Buyer and/or adjusted with the future payments to be made by the Buyer.

9. **Miscellaneous:**

- 9.1 **No waiver:** Any delay or indulgence by the Developer/Association, in enforcing the terms of these presents or any forbearance or giving of time to the Buyer shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Developer/Association.
- 9.2 **Payments wholly for Said Flat And Appurtenances and proportionately for Premises and New Building:** Amounts expressly payable by the Buyer shall wholly be payable by the Buyer in case the same relates only to the Said Flat and the Parking Space and proportionately in case they relate to the Premises and the Common Portions.
- 9.3 **Due payment is charge on Said Flat and Appurtenances:** All amounts becoming due and payable and the liability for the same shall be and shall remain a charge on the Said Property.
- 9.4 **Electricity consumed in the Said Flat to be borne by Buyer:** All charges for the electricity consumed in the Said Flat and the Parking Space shall be borne and paid by the Buyer.
- 9.5 **Indemnification:** As between the Developer/Association of the one part and the Buyer of the other part, the parties shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.

11. EXECUTION AND DELIVERY:

11.1 IN WITNESS WHEREOF the Seller, Developer and Buyers have executed and delivered this instrument of Deed of Conveyance on the day month and year given above.

SIGNED SEALED AND DELIVERED

by the within named **SELLER** at
Kolkata in the presence of:

1.

[SHRI JAGDISH KUMAR KHEMKA]
Director
SILICAL HOUSING
SYSTEMS LTD

[SMT SHRIDDHI DALMIA]
Director
ANJANEYA
CONSTRUCTIONS PVT. LTD

2.

[SHRI ADITYA DALMIA]
Director
CONSOLIDATED
RAYON LTD

[SMT. SHRIDDHI DALMIA]
Director
FAIRLAND
MARKETING PVT. LTD

SIGNED SEALED AND
DELIVERED by the within
named DEVELOPER at
Kolkata in the presence of:

1.

[_____]]
Director
GITA ENTERPRISES
[DEVELOPER]

2.

SIGNED SEALED AND
DELIVERED by the within
named BUYERS at Kolkata in
the presence of:

1.

2.

[_____]]
[Buyer/Buyer]

[_____]]
[Buyer/Buyer]

Drafted and Prepared by me.

Mani Sankar Roychowdhury
Advocate.

High Court, Calcutta
WB 742/2002

Receipt and Memo of Consideration

The Sellers and the Developer confirm having received from the Buyer a sum of Rs. _____ (Rupees _____) only towards consideration of the Said Flat And Appurtenances[which includes (1) the consideration received by the Sellers through the Developer towards price of the Said Share In The Land And The Rights And Properties Appurtenant Thereto (computed on the basis of the proportionate cost of construction of the Sellers' Area) and (2) the consideration received by the Developer towards price of the Said Flat And Appurtenances], in the following manner :

Mode	Date	Bank	Amount[Rs.]

Total Rs.

[SHRI JAGDISH KUMAR KHEMKA]
Director
SILICAL HOUSING
SYSTEMS LTD

[SMT. SHRIDDHI DALMIA]
Director
ANJANEYA
CONSTRUCTIONS PVT. LTD

[SHRI ADITYA DALMIA]
Director
CONSOLIDATED
RAYON LTD

[SMT SHRIDDHI DALMIA]
Director
FAIRLAND
MARKETING PVT. LTD
[Collectively Sellers]

[
Director
GITA ENTERPRISES
[DEVELOPER]

Witnesses:

1.

2.