

THIS DEED OF CONVEYANCE made on this day of, 2021 (Two Thousand Twenty One) **BETWEEN 1. SRI ASHOK JHUNJHUNWALA (Income Tax PAN: ACTPJ9176D) (ADHAR NO. 9431 1086 6546)** son of Late Ram Niwas Jhunjhunwala by Faith Hindu by occupation Business and residing at 18. Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata – 700006 **AND 2. SRI ADITYA JHUNJHUNWALA (Income Tax PAN: AEVPJ6366F) (ADHAR NO. 5927 9896 1541)** son of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Business and residing at 18. Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata – 700 006 **and 3. SMT. MANJU JHUNJHUNWALA (Income Tax PAN: ACXPJ3285H) (ADHAR NO . 2255 1553 1066)** wife of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Housewife and residing at 18. Jatindra Mohan Avenue, Police station: Burtolla , Post office: Beadon Street , Kolkata – 700 006 **and 4. SRI AMIT JHUNJHUNWALA (Income Tax PAN: AFRPJ5772Q) (ADHAR NO . 7921 1877 1444)** son of Sri Ashok Jhunjhunwala by Faith Hindu by occupation Business and residing at 18. Jatindra Mohan Avenue,

Police station: Burtolla , Post office: Beadon Street , Kolkata – 700 006, hereinafter collectively called and referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective legal heirs, executor or executors, legal representative or legal representatives, administrators and /or assigns) of the **FIRST PART**,

AND

M/S DAMANI BUILDERS PRIVATE LIMITED, (Income tax PAN no: AAACD9198F..) a company registered under the companies Act,1956 and having its registered office at 138. Canning Street, Room no: 219, P.O. khangrapatty, P.S. Hare Street, Kolkata - 700001 (Herein represented by **SRI Ashiwini Kumar Damani (Income Tax PAN no:..AVUPD0426C..)** (**Adhar NO.2934 6088 9208**) son of Sri Shrawan Kumar Damani by faith Hindu, by occupation – Business and residing at 10.Lord Sinha Road, Flat no: 15B, 15th Floor, P.S. & P.O. Shakespear Sarani, Kolkata – 700071 authorised by a Resolution passed at the meeting of Board of Directors on 6th December,2019) hereinafter referred to and called as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successor/successors-in-office for the time being in force Legal representatives and assigns) of the **SECOND PART**;

1.SRI(**Income Tax Pan No.....**) (**Adhar card no:.....**) son of Sriby Faith Hindu, by occupation Business and residing at....., within Police station:....., & Post office :Kolkata –**and 2. SMT.**(**Income Tax Pan No.....**) (**Adhar card no:.....**) son of Sriby Faith Hindu, by occupation Business and residing at....., within Police station:....., & Post office :Kolkata – hereinafter collectively referred to as the “ **PURCHASER/S**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective legal heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART** ;

W H E R E A S :

i) The By a Deed of Conveyance dated 26th September, 1966 made between Paresh Chandra Chowdhury & Sudhamoyee chowdhury both trustees to the estate of Paresh Chandra Chowdhury and Sailesh Chandra Choudhury therein collectively referred to as the vendors of the One Part and the said Badridas Daga therein referred to as the Purchaser of the Other Part and registered in Book No. I, Volume No. 628, Pages 285 to 292 , Being no. 5149 for the year 1966 at the office of the Registrar of Assurances, Calcutta the vendors therein sold, conveyed and transferred unto the Purchaser therein All That the messuage land hereditaments and premises being Nos. 81, 81/1, 82A and 82B Nimtolla Ghat Street, Calcutta irrespective of land condition of the soil together with brick built building standing thereon more fully and particularly described in the schedule therein mentioned subject to existing tenants therein for a consideration therein mentioned.

- ii) By a Declaration dated 1st December, 1966 the said Badridas Daga inter alia, declared that the said premises Nos. 81,81/1,82A & 82B, Nimtolla Ghat Street, Calcutta was purchased by the said Badridas Daga for self and his two brothers namely Bal Kishan Daga, since deceased, and Jankidass Daga who contributed equally towards consideration for purchasing the said premises which became the joint properties of the said Badridas Daga, Bal Kishan Daga, since deceased and Jankidass Daga in equal share and by the said declaration the said Badridas Daga disclaimed his right, title, interest in respect of 2 shares or 2/3rd share in the said premises nos. 81,81/1, 82A and 82B, Nimtolla Ghat Street, Calcutta in favour of his two brothers namely Bal Kishan Daga, since deceased and Jankidass Daga who became absolutely entitled as owners to the said undivided 2/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta, the said Badridas Daga, Bal Kishan Daga, since deceased and Jankidass Daga thus became seized and possessed of and otherwise became well and sufficiently entitled to the said premises nos. 81,81/1,82A & 82B, Nimtolla Ghat Street, Calcutta.
- iii) The said Bal Kisan Daga died on 10th May, 1987 after making and publishing his last will and Testament on 14th January, 1987 whereby he bequeathed inter alia his undivided 1/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta in favour of his two sons namely, Raj Kumar Daga one of the Vendors herein and Prem Kumar Daga in equal share and appointed the said Prem Kumar Daga as executor under the said Will.
- iv) On an application for grant of Probate in the High Court at Calcutta (123 of 1988) Probate of the said Will was granted to the Executor namely the said Prem Kumar Daga on 19th July 1988.
- v) The Executor that is Prem Kumar Daga by his act and impliedly assented to the legacy inter alia being the undivided 1/3rd share in the said premises Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta in favour of the beneficiaries/legatees namely, the said Raj Kumar Daga and the said Prem Kumar Daga.
- vi) In the premises Sri Prem Kumar Daga became seized and possessed of and entitled to an undivided One-sixth (1/6th share) in **ALL THAT** the undivided 1/6th share hereinafter called the SAID PROPERTY in All That the said properties being the messuage land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I, II and III of the First Schedule hereunder written (hereinafter referred to as the said Premises or the said properties) AND Sri Badridas Daga, Jankidass Daga and Sri Raj Kumar Daga became seized and possessed of and entitled to an undivided Five-sixth (5/6th share) in **ALL THAT** the undivided 5/6th share hereinafter called the SAID PROPERTY in All That the said properties being the messuage land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I, II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties).
- vii) By a Deed of conveyance dated 1st February 2008 the said Sri Prem Kumar Daga sold transferred and conveyed his undivided One-sixth (1/6th share) in **ALL THAT** the undivided 1/6th share hereinafter called the SAID PROPERTY in All That the said properties being the messuage land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I, II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties) unto and in favour of **SRI ASHOK JHUNJHUNWALA, SRI ADITYA JHUNJHUNWALA, SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** at or for the consideration mentioned therein and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: 1, CD volume no: 36, Pages 1422 to 1443 and being Deed no: 11319 for the year 2010.

- viii) By a Deed of conveyance dated 11th December, 2007 the said Sri Badridas Daga, Jankidass Daga and Sri Raj Kumar Daga sold transferred and conveyed his undivided Five -sixth (5/6th share) in **ALL THAT** the undivided 5/6th share hereinafter called the SAID PROPERTY in All That the said properties being the messuage land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties) unto and in favour of **SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** at or for the consideration mentioned therein and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: 1, CD volume no: 36, Pages 1401 to 1421 and being Deed no: 11318 for the year 2010.
- ix) In the Premises **SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** being the owners herein became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** the said lands measuring a **total area of 22 (Twenty Two) Cottahs ,14 (fourteen) sq.ft. more or less** being the messuage land hereditaments and premises being Nos. 81,81/1,82A and 82B, Nimtolla Ghat Street, Calcutta more fully and particularly described in the parts I,II and III of the First Schedule thereunder written (hereinafter referred to as the said Premises or the said properties).
- x) By and under an unregistered **Agreement for development dated 4th June,2010** the said Owners herein of the First Part with one M/S Jhunjhunwala Developers Pvt. Ltd. wherein the owners assigned the Development work relating to **ALL THAT** piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less morefully described in **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises .**
- xi) The said M/S Jhunjhunwala Developers Pvt. Ltd. thereafter amalgamated premises no: 82A, 82B and 81/1 Nimtolla Ghat street under an amalgamation order passed by the Kolkata Municipal Corporation Under Letter no: AC(N)/Div-viii/2156/11-12 and has since been renumbered as 82A. Nimtolla Ghat Street and morefully described in the Part-I, Part-II respectively and the amalgamated premises in Part-III of the First Schedule mentioned hereunder and the total area of the amalgamated premises is about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less .
- xii) In the premises the owners are herein are absolutely seised and possessed of **ALL THAT** piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less consisting of a separate two storied brick built measuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimtolla Ghat Street morefully described in **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises being fully tenanted** but otherwise free from all encumbrances charges,liens,lispensens of whatsoever nature .
- xiii) The said M/S Jhunjhunwala Developers Pvt. Ltd. caused a plan for constructing a Multi-storied building on the said land to be sanctioned by the Kolkata Municipal Corporation for construction of a **Basement plus Ground plus Four (B+G+4)** storied Building consisting of commercial and Residential portions vide plan no: 2014020010

- dated 2014 which has been renewed from time to time and is fully valid and subsisting .
- xiv) The said owners thereafter also executed and registered a **Power of Attorney dated 4th May,2018** in favour of the Representatives of the said M/S Jhunjhunwala Developers Pvt. Ltd. and registered the same at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: IV, Volume no: 1903/2018, Pages 79222 to 79249 and being Deed no: 190302666 for the year 2018 .
- xv) Under an MOU dated 7th December,2019 the said Owners and the said M/S Jhunjhunwala Developers Pvt. Ltd. agreed that since M/S Jhunjhunwala Developers Pvt. Ltd. could not proceed with construction work due to financial constraints and have therefore not been able to make any progress in the construction of a new Building or otherwise and since no significant progress had been made under the said Development Agreement or at all The owners and the said M/S Jhunjhunwala Developers Pvt. Ltd. signed a MOU dated 7th December,2019 wherein the M/S Jhunjhunwala Developers Pvt. Ltd. agreed to surrender/assign all their right title and interest under the said Agreement for development dated 4th June,2010 in favour of the Developer herein subject to the terms and conditions agreed therein in favour of the owners which interalia included that the owners shall share a revenue of10% ... (Ten Percent) out of their entitlement whenever the owners signed a fresh Agreement for Development with any other party .
- xvi) The said unregistered **Agreement for development dated 4th June,2010** has therefore been cancelled and the said registered Power of Attorney dated 4th May,2018 has since been cancelled and registered with the office of the Additional Registrar of Assurances at Kolkata and being document no: 148 for the year 2020.
- xvii) The owners herein under an Agreement for Development dated 20th February,2020 the said Owners had entrusted the said **ALL THAT** piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less consisting of a separate two storied brick built measuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimtolla Ghat Street, Police station – Jorabagan Post office : Beadon street , Kolkata – 700 006 and within the limits of the Kolkata Municipal Corporation for development more fully and particularly mentioned, described, explained, enumerated, in the **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises** unto and forever in favour of **M/S DAMANI BUILDERS PRIVATE LIMITED** being the Developer herein and therein for development as per the terms conditions and covenants mentioned therein and the said M/S Jhunjhunwala Developers Pvt. Ltd. joined as the confirming party to confirm that the said unregistered **Agreement for development dated 4th June,2010** read together with Power of Attorney dated 4th May,2018 have since been cancelled and the said Development Agreement was registered at the office of the Additional Registrar of Assurances - at Kolkata and recorded in Book no: I , Cd volume no:...1901-2020., Pages 38214..to 38284. And being Document no: 190100819 for the year 2020;
- xviii) The said owners herein had also signed executed a registered Power of Attorney dated 25th February,2020 in favour of the Authorised Representative of the Developer herein and registered at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: I , Cd volume no:...1901-2020, Pages 38648..to 38689. And being Document no: 190100832 for the year 2020;
- xix) Under an supplementary Agreement for Development dated signed between the owners and the Developer herein wherein M/S Jhunjhunwala

Developers Pvt. Ltd. was also added as a party at the instance of the Owners wherein the owners have confirmed that they shall part with/transfer a share of ...10% ... (Ten Percent) to the said M/S Jhunhunwala Developers Pvt. Ltd. as agreed between the owners and the said M/S Jhunhunwala Developers Pvt. Ltd. under MOU dated 7th December,2019.

- xx) The Owner herein thereafter renewed the said sanctioned plan from the Kolkata Municipal Corporation being plan no: 2014020010 and renewed on 8th December,2020.
- xxi) The Developer herein has further applied for certain changes in the sanctioned plan from the Kolkata Municipal Corporation for construction of a **Basement plus Ground plus Four (B+G+4)** storied Building consisting of commercial and Residential portions vide plan no: 2014020010 dated 2020.

xxii) The Developer has started the construction of a **Basement plus Ground plus Four (B+G+4)** storied Building consisting of commercial and Residential portions as per the plan sanctioned at present or as modified from time to time from the Kolkata Municipal Corporation .

xxiii) The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry regulatory Authority at kolkata onunder registration number.....;

AND WHEREAS the Owners and the Developer herein agreed to sell transfer and convey **All that** Residential apartment /Flat/Shop/Godown being no.....containing a carpet area ofSquare feet more or less and a total built up area ofunit square feet more or less on thefloor of the Building **TOGETHER WITH** right o use a medium sized covered car parking space no:...CCP-..... on the Ground Floor of the premises of the project known as **““ MAHADEV PLAZA”“** morefully described in Second Schedule together with undivided proportionate share in the land of the said premises morefully described in **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises** at or for a total consideration amount of Rs.....(Rupees) to which the Purchaser/Purchaser/Allottee has agreed and the sale proceeds arising in respect thereof have been apportioned between the owners and the Developer as per the terms conditions mentioned in the Agreement for Development dated 20th February,2020 read together with Supplementary Agreement for Development dated and free from all encumbrances and charges of whatsoever and howsoever nature but subject however to the covenants, restrictions, stipulations, obligations terms and conditions as stated hereunder ;

AND WHEREAS the Purchaser has already seen and examined the said sanctioned plan and the title deeds of the Vendors and has satisfied himself/herself/themselves/itself in respect of the said premises as well as the said unit and shall not be entitled to raise any query or objection thereto :-

- (1) the title of the Owners in respect of the said premises,
- (2) the building plan sanctioned by the Kolkata Municipal corporation and subsequent changes thereon as may be modified from time to time by the Developer or otherwise .
- (3) the constructions being made by the Developer at the said premises,
- (4) the calculation of carpet area and built up area comprised in the Unit/Flat/Apartment .
- (5) the specification for construction of the flats/units therein and
- (6) the scheme framed by the developer
- (7) the common amenities and facilities in the complex
- (8) All or any other aspects of the Flat and Project /Premises and/or Project in its entirety.
- (9) The Generator facility provided in the Project.
- (10) The final measurement of the Flat/apartment .
- (11) Car parking space, if allotted .
- (12) The still under construction Building.

AND WHEREAS in terms of the said Agreement for Development dated 20th February,2020 read together with Supplementary Agreement for Development dated it was agreed that the Owner and the Developer shall be entitled to appropriate the entire consideration amount payable in respect of the apartments and/or units allocated to the Developer and the said consideration amount paid by the Purchaser shall be inclusive of the costs of construction as well as the sale of the undivided proportionate share in the land attributable to the said apartment and/or unit and accordingly the Purchaser is completely discharged from the obligation of making payment of any consideration amount towards costs of undivided proportionate share in the land comprised in the said premises and attributable to the said unit and the vendors and the Developer herein are fully satisfied in respect of receipt of the consideration amount paid by the Purchaser to the Developer and the Owners herein;

AND WHEREAS the Purchaser has prior to the execution of this Deed already inspected and satisfied himself/herself/themselves/itself about the physical nature

and measurement of the said premises as mentioned in the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials used and measurements, dimension and designs and drawings and boundaries of the said building ;

AND WHEREAS the Purchaser has paid all the amounts as stated herein and thereafter the Purchaser herein has approached and requested the Owners and Developer to execute and register the Deed of Conveyance in respect of the said unit morefully described in the Second Schedule stated hereunder and to hand over the possession of the said **All that** Residential apartment /Flat being no.....containing a carpet area ofSquare feet more or less and a total built up area ofunit square feet more or less and Super built-up area of about _____ Sq.ft. be the same a little more or less on thefloor of the Building of the project known as “ **MAHADEV PLAZA**” and together with undivided proportionate share in the land of the said premises and Together with right o use a medium sized covered car parking space no:...CCP-..... on the Ground Floor of the premises morefully described in Second Schedule together with the undivided proportionate share in the land comprised in the 82B. Nimtolla Ghat street , Kolkata - 700 006 , attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building appertaining thereto hereinafter collectively referred to as the “said Unit” subject to however covenants, stipulations restrictions and terms and conditions as stated hereunder;

AND WHEREAS at the time of taking possession of the said unit the Purchaser is fully satisfied with regard to the area, dimensions, quality of construction and workmanship with respect to the said construction at the said building as well as the said unit and has no complaint grievances whatsoever with regard to the same;

AND WHEREAS it is recorded that the covenants, stipulations and restrictions set out hereunder and in the Schedules hereto shall be binding upon the Purchaser herein and upon each Co-Purchaser of their respective units and the Developer shall impose the same covenants stipulations and restrictions upon the future Purchaser upon every future sale by them of their respective units in the said building to the intent that any Purchaser for the time being of any unit in the said building may be able to enforce the observance and performance of the said covenants, stipulations, restrictions, terms and conditions for the time being of the other units therein ;

AND WHEREAS in view of what is stated hereinabove this Deed of Conveyance is being executed by the Owners and Developer as stated hereunder ;

1. DEFINITIONS

IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:-

1.1 OWNERS shall mean **SRI ASHOK JHUNJHUNWALA , SRI ADITYA JHUNJHUNWALA , SMT. MANJU JHUNJHUNWALA and SRI AMITJHUNJHUNWALA** which include their respective legal heirs, legal representative, administrators, executors and assigns.

1.2 “DEVELOPERS” shall mean Damani Builders Pvt. Ltd.

1.3 TITLE DEED shall mean the various title deeds in favour of the owners and other documents concerning the titles.

1.4 PREMISES shall mean **ALL THAT** piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or

less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less consisting of a separate two storied brick built measuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less and another structure being partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sq.ft. more or less situate lying at and being premises Nos.82A, Nimtolla Ghat Street morefully described in **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises being fully tenanted** but otherwise free from all encumbrances charges,liens,lispendens of whatsoever nature together with the structures/s standing and/or lying erected thereupon more fully and particularly mentioned, described, explained, enumerated, provided and given.

1.5 SAID PROJECT/BUILDINGS shall mean and include the B+G+4 (Basement+Ground+Four storied) building forming parts of the housing/commercial and/or housing-cum-commercial complex constructed and completed by the Developer herein in accordance with the map or plan sanctioned by Kolkata Municipal Corporation on the said premises or modifications/s thereof.

1.6 ADVOCATE shall mean S.K. Daga, Advocate of 2.Garstin Place, 1st Floor, Kolkata – 700 001 as the Advocate of the Parties herein as appointed by all the owners herein as well as the Developer to act on their behalf for the entire project.

1.7 COMMON FACILITIES AND AMENITIES shall mean and include all areas and utilities in the said project which has not been specifically allotted or sold and shall be common for all the unit/flat/car parking and space holders and at its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owners of each individual unit/flat/car parking and space in the complex proportionately.

1.8 SALEABLE SPACE shall mean all the constructed and/or open space of the area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building/s forming parts of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.

1.9 OWNERS' ALLOCATION shall mean **the 50 (Fifty) % of** the total sale proceeds which shall include the area allotted to the tenants on behalf of the owners in the new multistoried building/s constructed over the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the FIRST SCHEDULE hereunder written and/or given which are allocable to the owners herein in terms of these presents comprising of various Flats/units/Apartments/shops/roof constructed specific space, open spaces and/or car parking spaces both open and covered TOGETHERWITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts portions areas and facilities including location, advantage and market value morefully and particularly described under SECOND SCHEDULE herein.

1.10 “ DEVELOPER'S ALLOCATION” shall mean and include **50 (Fifty) %** of the total sale proceeds total units / saleable spaces in the new multistoried building/s constructed over the said premises morefully and particularly mentioned, described, explained, enumerated, provided and given at and under

the FIRST SCHEDULE hereunder written and/or given which are allocable to the owners herein in terms of these presents comprising of various Flats/units/Apartments/shops/roof constructed specific space, open spaces and/or car parking spaces both open and covered TOGETHERWITH the undivided proportionate share in the land comprised in the said premises and attributable thereto AND TOGETHERWITH the undivided proportionate share in all common parts portions areas and facilities including location, advantage and market value morefully and particularly described under SECOND SCHEDULE herein.

1.11 ARCHITECT shall mean K.Seal & Associates being the person or persons appointed by the Developer for designing and planning of the project.

1.12 BUILDING PLAN shall mean and include all such plan or plans prepared by the Architect for the construction of the said project and sanctioned by the Kolkata Municipal Corporation together with any modifications and/ or alterations which may be necessary and / or required and shall mean and include any plan/s passed by the KMC at anytime n future or otherwise.

1.13 SPECIFICATION shall mean the specification required for the purpose of construction, erection, promotion, building and development of the said multistoried building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project as may be decided by the Architect.

1.14 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said multistoried building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project to the intending purchaser/s/buyer/s/tenants.

1.15 TRANSFEREE shall mean a person, firm, limited company, Partnership Firm, LLP ,association of persons or any other person by whatever name called to whom any space in the said project has been transferred, alienated, granted, demised, devised, provided and given.

1.16 Words importing singular shall include plural and vice versa. Words importing masculine gender shall include feminine and neuter genders likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting the Neuter Gender shall include masculine and feminine genders.

1.17 BUILT-UP AREA means the inner measurements of the unit at the floor level, but does not include the common areas shared with other units.

1.18 COMMON AREAS shall mean and include those areas of the said premises and/or building that are not allotted to a particular Purchaser but are available for the purposes of intended common use and enjoyment by all the Purchasers/tenants , and Visitors as specified in Part-I of the Fourth Schedule hereunder written.

1.19 CARPET AREAS means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the unit.

1.20 COMMON AMENITIES AND FACILITIES shall mean and include those facilities provided by the Developer as specified in Part-II of the Fourth Schedule hereunder written and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors subject to however reservation and restrictions as shall be imposed by the Developer.

1.21 COMMON EXPENSES shall mean the actual and estimated expenses to be incurred by or on behalf of the unit holders including reasonable reserves as may be found to be necessary and appropriate for the maintenance and upkeep of the common areas and facilities of the said building and those specified under the Fifth Schedule hereto.

- 1.22 COMMON PURPOSES** shall mean and include the purposes of managing and maintaining the said building in particular dealing with the matters of common interest of the unit holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.
- 1.24 **CONDUITS** shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres and aerials transmission systems now or within or to be laid or constructed over on or within the said premises.
- 1.25 **SAID BUILDING** shall mean the building constructed at the said premises commonly known as “ **MAHADEV PLAZA**” .
- 1.26 **MANAGEMENT AGENCY AND/OR ASSOCIATION** shall mean the maintenance agency appointed by the Developer and or Association for carrying out the management, administration and maintenance and upkeep of the common areas and amenities and facilities of the said building and the said Management Agency/Association shall be responsible for the maintenance and enforcement of the covenants attached and run with the said unit and the Purchaser shall pay the proportionate costs charges and expenses as maintenance charges together with management fees thereof as may be applicable.
- 1.26 PLAN shall mean the sanctioned Plan being plan no: 2014020010 and renewed on 8th December,2020and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Kolkata Municipal Corporation for construction of the said building on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Developer at any time in future or otherwise.
- 1.27 PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the carpet area of any unit bears to the entire carpet areas of all the units of the said building as may be determined by the architect and/or Developer as the case may be.
- 1.28 PURCHASER / ALLOTTEE shall mean -**
- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
 - ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
 - iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives and also includes partnership formed under LLP;
 - iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
 - v) in case of a company its successors and/or successors-in-office and/or interest;
- 1.29 **RIGHT OF MANAGEMENT** shall always remain vested with the Developer and/or its assigns.
- 1.30 SAID UNIT shall mean All That the Unit more fully described in the Second Schedule hereunder written.

1.31 SUPER BUILT-UP AREA shall mean the constructed area of the said Unit and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Developer.

11.38 THE SERVICES are whenever the Developer acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas as may be deemed fit and proper by the Developer.

11.39 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said premises and Building and/or the said Unit in the said building as may be applicable.

11.40 UNDIVIDED SHARE attributable to the said unit shall mean the undivided proportionate impartible variable share comprised in the said premises morefully described in the First Schedule stated hereunder attributable and/or appertaining to the said unit.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs. _____ (Rupees _____) only of lawful money of the Republic of India in hand well and truly paid by the Purchaser to the Owners through the Developer on or before the execution of these presents (the receipt whereof the Owners and Developer do and each of them doth hereby admit and acknowledge to have received and doth hereby acquit release and discharge the said unit and every part thereof as also the Purchaser) the Owners and Developer do hereby sell grant convey transfer by way of sale assign and assure unto the Purchaser **All that** Residential apartment /Flat/Shop/ Godown being no.....containing a carpet area ofSquare feet more or less and a total built up area ofunit square feet more or less on thefloor of the Building **TOGETHER WITH** right o use a medium sized covered car parking space no:...CCP-..... on the Ground Floor of the premises of the project known as “**MAHADEV PLAZA**” morefully described in Second Schedule together with undivided proportionate share in the land of the said premises morefully described in **Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises** in the land comprised in the 82A, Nimtolla Ghat street , Kolkata - 700 006 , attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building appertaining thereto hereinafter collectively referred to as the “said Unit” subject to however covenants, stipulations restrictions and terms and conditions as stated hereunder and delineated in the Plan hereto attached together with right to use common areas and amenities attached therewith **TOGETHER WITH** the right in common with the owners and occupiers for the time being of other units in the said building and all others having like right to use for the purpose of ingress and egress from the said unit entrance, staircase landing in the said building and using for all purposes in common with the Owners and Developer and the persons deriving title from the Owners and Developer together with full and free liberty with or without car, carriages, to pass and repass over and along any of the passage leading to and from the said unit but excepting and reserving the easements and rights as specified in the Third Schedule hereinafter written and the said unit is transferred subject to and with the benefit of such easements as specified and morefully set out in the Fourth Schedule stated hereunder **TOGETHER WITH** all rights liberties privileges easements advantages and appurtenances whatsoever thereunto belonging or held or occupied or reputed as part or member thereof or appurtenant therewith **AND ALL** the estate right title and interest claim and demand whatsoever of the Owners and Developer into upon or in respect of the said piece and parcel of land underneath the building of the said unit and every part thereof **AND ALL** deed pattahs writings muniments and evidences of

title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Owners and Developer or any person or persons from whom they may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever subject to the obligation of the Purchaser proportionately contributing and paying for common expenses, the rates and taxes and levies etc. morefully described in the **Sixth Schedule** hereunder written for maintaining the common parts, paths and pathways, repairing roads and ways and renewing common facilities as fully described in the **Fifth Schedule** hereunder written subject to rights excepted and reserved, covenants, restrictions, stipulations, terms and conditions on the part of the purchaser to be observed and performed with regard to the mode of user of the said unit imposed on the Purchaser as obligations intended to be binding in perpetuity on the said unit hereby conveyed and all future owners thereof provided that the maintenance, repair and/or up keep of all the common areas as fully described in the **Fifth Schedule** hereunder written shall be carried out by the Developer on payment of proportionate charges and common expenses morefully described in the **Sixth Schedule** hereunder written by the Purchaser until formation of an association of all the unit owners and/or a maintenance Agency and subject to the covenants, restrictions, stipulations, terms and conditions as stated in the Seventh Schedule hereunder written.

THE OWNERS AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows :-

- a) THAT the Owners and Developer have good right full power and absolute authority to grant convey transfer by way of sale assign and assure the said unit hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid ;

- b) AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly enter upon occupy or possess and enjoy the same and receive the rents issues and profits thereof and every part thereof without any suit lawful eviction or interruption claim and demand whatsoever from or by the Owners and Developer or any person or persons having or claiming or to claim from under or in Trust from the Owners and Developer or any of their predecessors-in-title ;

- c) AND THAT the Purchaser shall hold the said unit free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Owners and Developer and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever and made executed occasioned and suffered by the Owners and Developer any of their predecessors-in-title or any person or persons having or claiming as aforesaid ;
- d) AND FURTHER THAT the Owners and Developer and all persons having or claiming any estate right title or interest in the said unit or any part thereof from under or in trust for the Owners and Developer or any of their predecessors-in-title shall and will at all times hereafter at the request and cost of both the parties doth and execute and cause to be done and/or executed all such further and other acts deeds and things conveyances and assurances whatsoever for further better and more perfectly and absolutely granting the said unit and every part thereof unto and to the use of the Purchaser as may be reasonably required ;
- e) The Owners and Developer hereby confirm to have delivered peaceful and vacant possession of the said unit to the Purchaser before the execution of these presents ;

THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNERS AND DEVELOPER as follows :-

- i) To pay proportionate maintenance charges including management fees applicable to the said Unit and to co-operate with the Owners, Association and Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities of the said building;
- ii) To observe the rules or regulations as may be framed from time to time by the Owners and Developer Association and/or Maintenance Agency in respect of the said building;

- iii) To allow the authorized representatives of the Owners and Developer and/or Maintenance Agency with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit in the said building;

- iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the Said Unit and proportionately in relating to the common expenses;
- v) The Purchaser shall pay to the suppliers all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the said unit including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.
- vi) The Purchaser must exercise all works and maintain all arrangements on or in respect of the said Unit that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Owners, Developer occupier or any other person.
- vii) The Purchaser shall be liable for:-
 - a) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said unit and applicable to the said property;
 - b) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;

- c) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;
- d) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Deed ;
- viii) The name of the building shall be **““ MAHADEV PLAZA”“** .
- ix) The right of the Purchaser shall remain restricted to the Said Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said property.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- i) The Owners/Developer shall be entitled to all future vertical exploitation of the said building by way of additional construction or otherwise in accordance with law.
- ii) The Purchaser shall not be entitled to use any car parking space at the said building unless specifically allotted under this Deed.
- iii) The Purchaser shall have no right in the roof of the building any of the open spaces, open car parking spaces etc. at the said property save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Owners and Developer and the Owners and Developer shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Owners and Developer.
- iv) The Purchaser shall deposit with the Owners/Developer Association and Managing Agency necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Owners/Developer/Association and Managing Agency as the case may be. Such deposit shall be treated as a security deposit which shall be utilised or applied for the purpose of discharging the obligation of the Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.
- v) The Developer has framed a scheme for maintenance and management of common areas and common amenities and facilities of the said building and the said premises and overall management and control of the common areas together with amenities and facilities in the said building shall remain vested in the Maintenance Agency / Association to be appointed by the Developer and all decisions with respect to the management and control shall be binding on all the Purchasers of the said building.
- vi) The Developer will be entitled to engage and/or appoint a Maintenance Agency or form Association for carrying out the maintenance and collection of prorata maintenance charges etc. from the unit holders in the said building.
- vii) After the Developer appoints the said management company and/or Association all the rights and obligations of the Developer with regard to the common purposes shall be exercised by the said management company and/or Association and the Developer shall be freed and discharged from all the obligation in respect thereof.

- viii) The Purchaser shall bear and pay the proportionate costs charges and expenses of the said property together with management fees thereof to the Developer and/or Maintenance Agency and/or Association.
- ix) The Developer or Maintenance Agency and/or Association shall keep all books of account and other records of the said building in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said building.
- x) The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said building.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART -I

Re: 81/1, Nimtolla Ghat Street

ALL THAT the two storied brick built measuage tenanted house and corrugated iron shed standing thereon measuring 740 sq.ft. more or less together with the piece and parcel of land thereunto belonging and on part whereof the same are erected and built containing by estimation **2 cottahs 15 Chittacks and 29 sq.ft more or less** situate lying at and being premises No. 81/1, Nimtolla Ghat Street in sutanuty in the North Division of the town of Calcutta and butted and bounded as follows:-

on the north :- partly by premises No. 82, Nimtolla Ghat Street and partly premises No. 1 and 2, Ramjan Lane,

on the East :- Partly by premises No.81, Nimtolla Ghat Street and partly by Premises No.80, Nimtolla Ghat Street

on the south :- Partly by Premises No.81, Nimtolla Ghat Street and partly by Nimtolla Ghat Street

on the West :- By premises No.82, Nimtolla Ghat Street.

PART -II

Re. 82A & 82B, Nimtolla Ghat Street

ALL THAT partly one storied and partly two storied brick built measuage tenement or tenanted house measuring 6640 sq.ft. more or less together with the piece or parcel of land thereunto belonging on part whereof the same is erected and built containing by estimation 18 cottah 1 Chittack be the same a little more or less situate lying at and being premises Nos.82A, and 82B Nimtolla Ghat Street and butted and bounded in the following manner that is to say :-

on the North : By Mohamed Ramjan Lane,

on the East : Partly by Premises No. 81/1, Nimtolla Ghat Street and partly by premises No. 1 and 2, Mohamed Ramjan Lane,

on the South : Partly by premises No. 82, Nimtolla Ghat Street and partly by premises No. 81/1, nimtolla Ghat Street

on the West : by Common Passage.

(PART- III)
(Amalgamated premises including 81/1 , 82A & 82B Nimtolla Ghat street)
(Presently Premises no: 82A. Nimtolla Ghat Street)

ALL THAT piece and parcel of land measuring about **21 (Twenty one) cottahs ,29 (twenty Nine) sq.ft.** be the same a little more or less and on actual measurement **1404.682 Sq. Mtrs or 15114 sq.ft.** more or less consisting of a Ground plus Four (G+4) Storied Building situate lying at and being premises Nos.82A, Nimtolla Ghat Street, Police station – Jorabagan Post office : Beadon street , Kolkata – 700 006 and within the limits of the Kolkata Muncipical Corporation which is butted and bounded as follows:-

ON THE NORTH: Md. Ram Jan Lane

ON THE SOUTH: Nimtolla Ghat Street

ON THE EAST: 80.Nimtolla Ghat Street

ON THE WEST: Common passage

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE AREA SOLD HEREUNDER)

All that Residential apartment /Flat/Shop/Godown being no.....containing a carpet area ofSquare feet more or less and a total built up area ofunit square feet more or less on thefloor of the Building **TOGETHER WITH** right o use a medium sized covered car parking space no:...CCP-..... on the Ground Floor of the premises of the project known as **“ MAHADEV PLAZA”** together with undivided proportionate share in the land of the said premises morefully described in Part-III of the First Schedule mentioned hereunder written and mentioned as the Amalgamated premises and as shown in the map/plan annexed hereto and marked with “Green” colour.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(RIGHTS AND EASEMENTS EXCEPTED AND RESERVED)

- a) The right in common with the Owners and occupiers for the time being of the other Units in the said building and all others having the like right to use for the Purposes of access to and egress from the entrance, staircases, landings in the said building and such of the passages therein.
- b) The right with or without workmen and necessary materials to enter from time to time upon the said Unit but without causing any undue inconvenience to occupants thereof for laying pipes drains wires and conduits as aforesaid and for the purpose of repairing including inspection if necessary thereof.
- c) A right of protection for the said Unit by other portion or portions of the said building and by all parts of the said building.
- d) A right to attach to the joist immediately above the said Unit ceilings for the various parts of the Unit and right to do such things affecting such joist as may be necessary in the repair and replacement of such ceilings.
- e) The Purchaser is aware and has accepted that in case of any further /additional sanction received by the Developer and the Vendor at anytime in future from the Kolkata Municipal corporation, the Owners and the Developer shall be entitled to raise further construction in which case the undivided share of land area of the

purchaser shall decrease and the Purchaser has undertaken not to raise any objection for the same notwithstanding temporary disturbance in using their units sold herein.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(RIGHTS AND EASEMENTS ATTACHED)

- a) The Purchaser shall be entitled to all privileges and rights including right of vertical and lateral supports easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said Unit.
- b)
- c)

c) The Purchaser shall have the right of protection of the said Unit by or from all parts of the said building so far as may be necessary including right of support both vertical as well as lateral and right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said Unit through pipes, drains, wires and conduits being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said Unit.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

(Part - I)

1. Common Areas and Installations in the Project:

Staircases, landings and passage and stair-cover to the ultimate roof. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lifts of the Building. Lifts, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Building. Electrical installations with main switch and meter and space required therefor. Ultimate open to sky space on the ultimate Roof of the Building and/or any other areas reserved by the Developer subject to the exceptions and reservations contained in **Clause 12** and its sub-clauses hereto shall always belong to the owners and the Developer in their sharing ratio as per the Development Agreement . Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Building. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building.

2. Common Areas and Installations in the Project:

2.1 Driveways and paths and passages at the said premises except those reserved by the Developer, if any for exclusive use.

2.2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed. Surveillance System in the entrance lobby of the New Buildings and any other place if so provided by the, Developer, Underground water reservoir. Submersible Water pump with motor, wifi water distribution pipes to the Overhead water tanks of the New Buildings.

2.3 Municipal Water supply or Deep tube well for water supply.

2.4 Water waste and sewerage evacuation pipes and drains from the new buildings to the municipal drains.

2.5 DG Set, its panels, accessories and wirings and space for installation of the same. Community hall, Gym, Games Room and other constructions, fittings and fixtures with equipments.

2.6 Boundary wall and gate and Security Gate House.

2.7 Such other areas, Installations and / or facilities as the developer may from time to time specify to form part of the common areas and Installations of the complex.

2.8 The foundation, columns, beams, supports corridors, hall-areas, concierge areas, lobbies, stairs, stairways, landings, entrances, exits and path-ways ramp driveways.

2.9 Elevators, Elevator Pits, Elevator Plant installation, Elevator machine room, Fire Control Areas.

3. Common passage and lobby on ground floor excepting car parking area, if any.

4. Tubewell, if any.

5. Water pump, water tank, water pipes and other common plumbing installation.

6. Transformer if any, electric wiring, motor and fittings.
7. Drainage and sewers including manholes, etc.
8. Pump house.
9. Common Toilets.
10. Boundary walls and main gates.
11. Fire detection and fire fighting installation.
12. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or use and occupancy of the units and as may be specified by the Developer expressly to be the common parts after construction of the said building but excluding the other open and/or covered areas or space which shall be used or allowed to be used by the Developer at its discretion for different purposes.

(Part - II)

- a) 24-hours water supply ;
- b) Security Arrangement ;
- c) Adequate Fire Fighting system;
- d) Adequate Power Back-up ;

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing and renewing etc. of the main structure, the roof, gutters, and water pipes and for all purposes drains conduits and electric cables and wires, common lightings, fixtures fittings and equipment, in under or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one unit in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the said building, compounds, terrace, elevators, pumps, water reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases conduits and other parts of the said building so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of officers, clerks, bill collectors, liftman, sweepers, caretakers, plumber, security guards, gardeners, electricians, etc.
4. Maintaining and operating the Elevators.
5. Maintaining all Common Areas, Common Amenities and Facilities as specified in the Fourth Schedule hereinabove.
6. Providing and arranging for emptying receptacles for rubbish.
7. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said unit and the said building or any part thereof excepting in so far as the same are responsibility of the individual owners/occupiers of any unit.
8. Abating any nuisance and executing such works as maybe necessary for complying with any notice served by a local authority in connection with the development of the said building or any part thereof so far as the same is not the liability of or attributable to the unit of any individual Purchaser of any unit.
9. Generally managing, maintaining and administering the development and protecting the common areas, common facilities and amenities in the said building as stated in Part-II of the Fourth Schedule hereinabove written and for that purpose employing any contractor or maintenance agency and incurring 29

necessary expenses in this regard and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the units.

10. Keeping all pathways appertaining thereto in good repair and clean and tidy and edged where necessary and clearing the pathways when necessary.

11. Paying a fair proportion of the cost of clearing, repairing, reinstating any drains and sewers forming part of the said building and/or the said property.

12. Providing suitable facilities for disposing of refuse, compacting it or removing it from the said building.

13. Supplying maintaining, servicing, and keeping, in good condition and if appropriate renewing and replacing all fixtures, fittings, furnishings equipment or any other thing which may be considered desirable for performing the services or for the appearance or upkeep of the said building.

14. Erecting, providing maintaining renewing and replacing notice boards and other signs in the said building.

15. Discharging the reasonable or proper cost of any service for better and more efficient management and use of the said building.

16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the said building or any part thereof excepting those which are responsibility of the Developer /occupier or Purchaser of any Unit.

17. The purchase, maintenance, renewal and insurance as may from time to time consider necessary, for the carrying out of the acts and things mentioned in this schedule.

18. All such other expenses and outgoings as are deemed by the Developer /Association/Maintenance Agency to be necessary for and incidental thereto.

THE SEVENTH SCHEDULE ABOVE REFERRED TO : **RESTRICTIONS**

As from the date of possession of the Said Unit, the Purchaser agrees and enter into the following restrictive covenants that the said unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said unit so as to benefit the Purchaser but not so as to render the Purchaser personally liable for any breach of a restrictive covenant after he has parted with all interest in the said unit and to contain the same in the Deed of Conveyance of the said unit.

i) To pay proportionate maintenance charges including management fees applicable to the said Unit and to co-operate with the Owner/Promoter, Maintenance Agency /Association in the management and maintenance of the said common areas together with amenities and facilities of the Building;

ii) To observe the rules or regulations as may be framed from time to time by the Owner/Promoter and/or Maintenance Agency /Association in respect of the said Building;

iii) To allow the authorized representatives of the Owner /Promoter and/or Maintenance Agency /Association with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit in any of the towers of the said Building;

iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the Said Unit and proportionately in relating to the common expenses;

v) Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;

vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said unit or in the compound or in any portion of the Tower or in any part of the said Building or in the Common parts save at the places indicated therefor;

vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Unit or in the common areas and not to block any common areas of the said Building in any manner and must comply with the requirements and recommendations of the fire authority and the

management agency /Association as to fire precautions to be taken relating to the said Building;

- x) Must not cause an escape of gas from any gas pipe or appliance in the said unit, or neglect any escape of gas where an escape of gas is suspected the Purchaser must ensure that the pipe or appliance as the case may be is examined promptly and repair or replacement is undertaken immediately.
- xi) The Purchaser must have all gas and electrical equipment in the said Unit regularly safety checked and on the occasion of each safety check or at the time of purchase of any second hand items must obtain a certificate from a recognized body certifying its safety and compliance with any statutory requirements or regulations relating to such equipment;
- x) To maintain repair the intruder and fire alarm and ancillary equipment installed at the said Unit therein;
- xi) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Unit;
- xii) Not to do anything that will lessen or diminish the support, shelter or protection given by the said unit to all or any parts of the said Building and the units within or permit or suffer anyone at the said unit expressly or impliedly with his permission or under his control to do so and in particular must not subject the Floor of the said unit to overloading and distribute any load so that no one square feet of the floor at any time is overloaded;
- xiii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the said Building or any part thereof;
- xiv) Not to fix or install air-conditioner/s in the Said Unit save and except at the place/s which have been specified in the Said Unit for the same;
- xv) Not to do or cause anything to be done in or around, the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or any part thereof or the fittings and fixtures affixed thereto;
- xvi) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit and to maintain the same as per sanctioned plan;
- xvii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Owner/Promoter and/or its Architect;
- xviii) Not to make in the Said Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner/Promoter and/or any concerned authority subject however to compliance of the sanctioned plan;
- xix) Not to fix or install any antenna on the roof of the said Building or any window antenna;
- xx) Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Building and the neighbouring premises and shall not use the said unit for any illegal or immoral purposes Except as office space.
- xxi) Not to obstruct any entrances, accessways, roads or foot paths within the said Building in any way whatsoever or erect any structure thereat or hinder or interfere with the use of them by the other purchasers of the said Building who are lawfully entitled to use the same;

- xxii) Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own road worthy car and not to raise or put up any kutchra or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein;
- xxiv) Not to park or allow its car to be parked or stand any vehicle, including any bicycle, scooter, perambulator or similar vehicle in the pathway approaches or in the open spaces or at any other place at the said Building except at the space, if any, allotted to him/her/them/it and must not permit or suffer anyone expressly or impliedly with his/her/them/it permission or control to do so;
- xxv) Not to leave or caused to be left any furniture, cycle, perambulator, toy box, parcel, bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the said Building, nor shall the Purchaser throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the said unit;
- xxvi) Not to make or suffer any unreasonable noise in the said Unit by way of playing any musical instruments singing or otherwise;
- xxvii) Not to allow any person or child to loiter or play in or about any entrance, landing passage stairway lift clubroom, swimming pool or any other common parts of the said Building save and except the places specified for playing;
- xxviii) The Purchaser shall not when separate service staircases are provided use nor authorise the user of any passenger lift for the purpose of carrying of goods;
- xxix) To use only those common areas as are mentioned in the Sixth Schedule hereto, for ingress and egress to the Said Unit, in common with the other occupiers of the said Building and the Purchaser shall have no right on any other portion and/or space in the said premises;
- xxx) At all times to clean and maintain the said unit in all respects to a high class residential standard so that the said unit does not detract in any way from the overall standard of cleaning and maintenance of other units in the said Building;
- xxxi) To keep at all times the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the said Building or any other space or accommodation thereon and keep the other occupiers of the said indemnified from and against the consequences of any damage arising therefrom;
- xxxii) Not to paint, varnish, clad or otherwise decorate the exterior surfaces of the said unit including the common passage for ingress and egress to the said unit and the existing colour scheme and surface texture of the exterior surface must be maintained.

xxxiii) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the said Unit and/or he said Building save at the place and in the manner expressly permitted in writing by the Owner/Promoter/Management Agency/ Association.

xxxiv) Not to cut down, lop or top any of the timber or other trees, shrubs or bushes growing on the said premises or permit or suffer any person under his control to do so. The Purchaser must preserve the trees, shrubberies, hedges and underwood on the said premises from damage or injury, by cattle or otherwise and preserve through the maintenance Agency and/or Association all existing trees and shrubs planted on certain portions of the said premises ;

xxxv) Not to place any show board, name bill, poster, placard, advertisement, drawing or notice of any description on any external part of the said unit or on any of the windows, place any article in a window sill that is visible from outside;

xxxvi) Not to erect any external satellite dish, aerial for receiving television signals on any part of the said unit except at specified space with the consent of the Owner/Promoter/Management Agency /Association;

xxxvii) Not to obstruct or object to the Owner/Promoter doing or permitting any one to do any construction, alteration or work in the said Building and/or any area of the said premises and the Purchaser hereby consents to the same;

xxxviii) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Units;

xxxix) Not to obstruct damage or render inoperative any conduits such as drain, sewer, pipe, spout or conduit used for the passage of water or soil in common with the owners of the other units;

xl) Not to do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common amenities of the said Building be in any way prejudicially affected or vitiated;

xli) Not to do anything on the said premises or permit or suffer anything to be done that would hinder or interfere in any way with the development of the said premises;

xlii) The Purchaser hereby covenants with the owner/promoter that the purchaser shall not:-

- a) do anything that may or will terminate, obstruct, diminish, restrict, interrupt, interfere with or in any way impede or prejudice the free flow of water through the water pipe within the boundaries of the said premises;
- b) do anything detrimental to the quality of water passing through the water pipes within the said premises ;
- c) do anything as a result of which the Water Pipe is tapped or in anyway connected into whether or not for the benefit of any third party or permit or suffer anyone expressly or impliedly with his permission or under his control to do so;
- d) use the water supplied for any purpose other than normal domestic use;
- e) waste water and take adequate steps to protect all pipes within the said unit as well as in the common paths and passages against any form of leakage and keep the same in good repair and condition and watertight and as often as necessary renew or replace it either wholly or partially;

xliii) The Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area in the said Premises (save those reserved unto the Owner/Promoter) along with the other unit holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Owner/Promoter or the other unit holders;

xliv) To regularly and punctually pay and discharge to the Owner/Promoter and/or Maintenance Agency /Association or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the said Unit and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the Fifth Schedule hereinabove in advance within the 7th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;

- xliv) The proportionate rate and/or amount payable by the Purchaser for the common expenses which shall include Management fees shall be decided by the Owner/Promoter and/or Maintenance Agency /Association from time to time and the Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Owner/Promoter and/or Maintenance Agency /Association shall be conclusive final and binding and the Purchaser shall not be entitled to dispute or question the same;
- xlvi) So long as each Unit in the said Buildings is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Building and such proportion to be determined by the Owner/Promoter on the basis of the area of the said Unit;
- xlvii) After taking delivery of the said Unit and registration of the Deed of Conveyance, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- xlviii) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Owner/Promoter and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Unit, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Owner/Promoter and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;
- xlix) In case the Owner/Promoter and/or Maintenance Agency and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Owner/Promoter and/or Maintenance Agency/Association and also interest at the rate of 18% percent per annum for the period of default on all amounts remaining unpaid together with reconnection charges;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN
NAMED OWNER IN THE PRESENCE OF :**

1.

2.

**SIGNED AND DELIVERED BY THE WITHIN
NAMED PURCHASER IN THE PRESENCE OF :**

1.

2.

**SIGNED SEALED AND DELIVERED BY THE
WITHIN NAMED DEVELOPER
IN THE PRESENCE OF :**

1.

2.

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser/Purchaser/Allottee the within mentioned consideration of Rs..... (Rupees) as per the memo of consideration stated hereunder :-

<u>Date</u>	<u>PO/RTGS</u>	<u>Bank & Branch</u>	<u>Amount</u>
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Rs.....
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KOLKATA – 700 001

PH : 22313145/46 /22439138