

DEED OF CONVEYANCE

THIS INDENTURE OF SALE made at Kolkata this day of _____, (Two Thousand Twenty-Four) A.D.

BETWEEN

SRI SRI ISWAR BALARAM JIU THAKUR (PAN – AAFTS0419L), a Private Trust incorporated under the Indian Trust Act,1882, located at “KAILASH DHAM”, 7, Harish Chandra Paul Lane, P.O.: Sinthee, P.S.: Cossipore, Police Station (presently) : Sinthee, Kolkata–700050, District: North 24 Parganas, West Bengal represented by its Authorised Shebait and or Trustees (1) **MRS. GITA BASAK (PAN -AIQPB0669L and Aadhaar No.: 568703409191)** wife of Late Pronay Kumar Basak, by Nationality: Indian, by faith : Hindu, by occupation : Housewife, residing at 8, Ram Mohan Dutta Road, P.O.: L. R. Sarani, P.S. - Bhowanipur, Kolkata - 700 020, District: Kolkata, West Bengal (2) **MRS. BHASWATI BASAK (PAN-AOXPB3157L and Aadhaar No.508496636926)** wife of Late Swapan Kumar Basak, by Nationality: Indian, by faith Hindu, by occupation : Housewife, residing at 8, Ram Mohan Dutta Road, P.O. : L. R. Sarani, P.S - Bhowanipur, Kolkata—700 020, District: Kolkata, West Bengal (3) **MR. UTPAL KUMAR BASAK(PAN-AEIPB6938G and Aadhaar No. : 565635129047)** son of Late Bijal Kumar Basak, by Nationality: Indian, by faith: Hindu, by occupation : Business, residing at 8, Ram Mohan Dutta Road, P.O.: L. R. Sarani, P.S-Bhowanipur, Kolkata—700 020, District : Kolkata, West Bengal and (4) **MR. SUBRATA BASAK (PAN-ADRPB4004H and Aadhaar No.: 562343925599)** son of Late Badal Kumar Basak, by Nationality: Indian, by faith : Hindu, by occupation : Business, residing at 8, Ram Mohan Dutta Road, P.O.: L. R. Sarani, P.S- Bhowanipur, Kolkata—700 020, District: Kolkata, West Bengal hereinafter referred to as the “**OWNER/VENDOR/PROMOTER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, executors, administrators, legal representative and assigns) **FIRST PART;**

AND

MR./MRS/MS _____ (**PAN:** _____ **and Aadhaar No.**_____) son/wife/daughter of _____, by Nationality: Indian, by faith: Hindu, by occupation: _____, residing at _____, P.O.: _____& P.S.: _____, Kolkata – 700 036, District: _____, West Bengal hereinafter referred to as and called as **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

WHEREAS the **SRI SRI ISWAR BALARAM JIU THAKUR (STATUS: PRIVATE TRUST)** is the absolute owner of the Land with structure comprised in the Premises and is in peaceful possession thereof.

The facts **describing the devolution** of title of the Vendor to the Land and the Premises enumerated below:

- A. One Sarba Ranjan Bysack (now deceased) son of Kedar Nath Bysack during his life time purchased several land properties situated and lying at premises No. 7, Harish Chandra Paul Lane, Kolkata -700 050 measuring about 19 Cottahs 5 Chittacks and also an adjacent land measuring about 6 Cottahs 4 Chittacks which was more or less 25 Cottahs 9 Chittacks in total from one Nikunja Behary Pal by virtue of a Registered Deed of Sale which was registered at Sub Registrar Cossipore and recorded in Book No. I, Volume No. 9, pages 10 to 15 Being no. 223 for the year 1929.
- B. That said Sarba Ranjan Bysack erected a temple of Sri Sri Iswar Balaram Jiu Thakur in front of his aforesaid absolute ownership property i.e. 7, Harish Chandra Paul Lane and established the deity accordingly and named the two storied building as “**Kailash Dham.**” He arranged and provided all suitable and necessary ways and means for the daily

worship and periodical festival of Sri Sri Iswar Balaram Jiu Thakur. He declared himself as a sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur.

- C. That one Declaration of Trust was executed on 20th day of February, 1959 by Sarba Ranjan Bysack and the deed was registered on 23.02.1959 before the office of Registrar of Assurances Kolkata and recorded in Book No. I, Volume No. 38, pages 106 to 108 Being no. 908 for the year 1959.
- D. Sarba Ranjan Bysack died testate on 02.06.1960, by making his last **Will** and **Testament** dated 21.02.1959 wherein he bequeathed his trust properties in the name of Sri Sri Iswar Balaram Jiu Thakur and appointed his only son Biswa Ranjan Bysack as a sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur and he continued God's religious services in daily basis and also in periodic festivals of Sri Sri Iswar Balaram Jiu Thakur as per provision of Declaration of Trust dated 20.02.1959.
- E. As such, Biswa Ranjan Bysack only son of Late Sarba Ranjan Bysack became sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur as per Probate order dated 23.12.1960 passed by the Hon'ble High Court, Calcutta.
- F. The said Biswa Ranjan Bysack also carried out the daily worship rituals and engaged priests and spent money for the purpose of daily God's services and periodical festival out of the income from Debuttar (Trust) properties during his life time.
- G. Biswa Ranjan Bysack died testate on 20.08.1980, by making his last Will and Testament dated 10.12.1970 wherein he appointed Sri Bijal Kumar Basak and Sri Badal Kumar Basak as a joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur. The Probate of the said Will was granted by the Hon'ble High Court, Calcutta by an order dated 19.05.1995.
- H. After the death of the said Biswa Ranjan Bysack, Sri Bijal Kumar Basak

and Sri Badal Kumar Basak became trustees of the TRUST, they were managing the Trust properties of the Deities regularly and absolutely and also, they arrange the daily Seba Puja and other periodical festival from the proceeds of the Trust Properties on usual basis.

- I. One Scheme for Management and preservation of properties of Idol Sri Sri Iswar Balaram Jiu Thakur was executed on 12.01.1996 before the office of Registrar of Assurances Kolkata and recorded in Book No. I, Volume No. 5, pages 397 to 412, Being no. 224 for the year 1996 wherein Sri Bijal Kumar Basak and Sri Badal Kumar Basak appointed (1) Sri Pronay Kumar Basak, (2) Sri Swapan Kumar Basak, (3) Sri Utpal Kumar Basak and (4) Sri Subrata Basak as a joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur Trust.
- J. By the passage of time Bijal Kumar Basak died on 01.06.1996 and thereafter Badal kumar Basak died on 29.04.1998. As such, (1) Sri Pronay Kumar Basak, (2) Sri Swapan Kumar Basak, (3) Sri Utpal Kumar Basak and (4) Sri Subrata Basak continued daily Seba Puja and periodical festival of Sri Sri Iswar Balaram Jiu Thakur as per provision of Scheme of Management for the Debutter Trust.
- K. In the meanwhile, aforesaid premises No. 7, Harish Chandra Paul Lane, Kolkata -700 050 had been declared as Heritage Building under the provision of grade IIA by the Kolkata Municipal Corporation on 30.08.2001 as a RELIGIOUS / HINDU TEMPLE, Thakur Bari of Sarba Ranjan Bysack.
- L. Thereafter, Heritage Conservation committee resolved on 04/07/2011 that KMC will allow new development in the adjoining land that will be created by demolition of the rear portion of residential block. The fund thus created will be utilized for restoration of the Thakur dalan and/or religious property.
- M. A petition was filed by the joint Shebait and or Trustee of Sri Sri Iswar

Balaram Jiu Thakur Trust before the Ld. District Judge at Alipore for the purpose of permission of development of the above mentioned trust property and to create a fund for the maintenance and preservation of the existing building of the Deity Sri Sri Iswar Balaram Jiu Thakur situated at premises No. 7, Harish Chandra Paul Lane, Kolkata -700 050. On the basis of that petition, Ld. District Judge at Alipore passed an order vide No. 13 dated 10.05.2013 wherein Ld. Judge permitted the Shebait to sell out the building(s)/ flat(s) after construction in accordance with the submitted building plan approved by the KMC to the intending purchaser(s) after adjustment of 20% profit for each flat and that amount should be deposited as a reserve fund of the Trust Bank account with S.B.I., South Sinthee Branch. The draft sale deed shall have to be approved by the Court and the money receipt shall have to be shown at the time of approval of the draft deed. A statement of account shall have to be produced as and when it will be directed.

- N. That the Joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur are separately demarcated an area of land measuring about **8 Cottahs 06 Chittacks 0 Sq. ft.** along with building named as “**Kailash Dham**”. This is retained by them for temple and religious purpose. This portion of property has already been declared by KMC as a Heritage property.
- O. That the Joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur had applied for sanction of multistoried building (G+ IV and G+X building) to KMC Building Department on remaining land area **17 Cottahs 3 Chittacks 0 Sq. ft.** And the said application for approval of multistoried building plan had been approved by the KMC on 20.12. 2017. The date of said approval of multistoried building plan had been lapsed due to barred by the passage of time under a statute of limitations of the said sanctioned period.
- P. One of the Shebait/ Trustee Swapan Kumar Basak died testate on

09.02.2018, by making his last Will and Testament dated 22.09.2017 wherein he appointed Smt. Bhaswati Basak as a sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur in his place. The said Will got Probate under P.L.A. No. 243 of 2018 by the Hon'ble High Court, Calcutta.

- Q. Another Shebait/ Trustee Pronay Kumar Basak died testate on 05.06.2023, by making his last Will and Testament dated 26.01.2023 wherein he appointed Smt. Gita Basak as a sole Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur in his place.
- R. As such, **MRS.GITA BASAK in place of late Pronay Kumar Basak, MRS. BHASWATI BASAK in place of Late Swapan Kumar Basak, MR. UTPAL KUMAR BASAK AND MR. SUBRATA BASAK** continued to be joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur Trust.

AND WHEREAS present joint Shebait and or Trustee of Sri Sri Iswar Balaram Jiu Thakur Trust have Completed the construction of multistoried building as per submitted sanctioned plan permit No. 2017010062 SL. NO. 072/BLDG/J23-24 dated 03/01/2024 approved on 08/11/2023 by the Kolkata Municipal Corporation on the terms and conditions and considerations mentioned therein and completed the construction work of the said project in accordance with necessary approvals from competent authorities and State Government for the premises No. 7, Harish Chandra Paul Lane, Kolkata -700 050 and the building named as **SRI BALARAM HEIGHTS**.

AND WHEREAS the construction of the aforesaid building has since been completed in all respect with several flats / covered parking spaces/ other spaces in accordance with the above mentioned sanctioned plan.

AND WHEREAS now the trustees and or Shebait of Sri Sri Iswar Balaram Jiu Thakur hereinabove written invited an offer to the intending purchaser/s who

would agree to accept the flat having No.____ on the _____ Floor of Block _____ at the aforesaid apartment and on inspection of the invitation to the offer, the purchaser/s herein offered to the trustees / owners/developers herein accepted the offer for the Sale of side Flat No.____ on the _____Floor of Block _____measuring about _____ Sq. ft. carpet area at the newly constructed building.

AND WHEREAS the trustees / owners/developers herein have agreed to sell and transfer to the Purchaser/s herein the newly constructed Flat No. ____on the _____ Floor of Block _____measuring about more or less _____ Sq. Ft. Carpet area at aforesaid apartment for the total consideration price of Rs._____ (Rupees _____) only and the Purchaser/s herein has agreed to purchase the said Flat No.____ on the _____ Floor of Block _____at the above mentioned consideration price.

NOW THIS DEED WITNESSES THAT in pursuance of the aforesaid offer and acceptance and also in consideration of Rs._____ (Rupees _____) only paid by the Purchaser to the trustees / owners/developers (the receipt whereof the Owners doth hereby admits and acknowledges the receipt of the full consideration money and discharge the Purchaser from the payment thereof), the Owners doth hereby grants, sells, conveys, transfers, assigns assurances and confirms unto the Purchaser ALL THAT One Flat No. “_____” on the _____ Floor of Block _____ of the Premises No. 7, Harish Chandra Paul Lane, Kolkata -700 050, consisting of Three/Two Bed rooms, One Living / Dining space , One Kitchen, Three/Two/One Bathrooms and Two/ One Balcony measuring about _____ Sq. ft. Carpet area and also the right in the common part and areas and servicing area within the building.

TOGETHER WITH all sanitary and other fixtures including half depth of all common walls and all joints of the FLAT/building with full ownership of all the internal walls of the FLAT with all thickness of all common wall of the FLAT

AND TOGETHER WITH proportionate undivided share or right title and interest in the said land and the proportionate undivided share or interest in the common areas and facilities such as main entrance, common paths and passage, staircase, lift, drains, sewers, water pipelines and all other fixtures, fittings and equipment of common utility and service appurtenant to the said FLAT **AND TOGETHER WITH** all the benefit and advantages of all ancient and other rights, liberties, easements, privileges, appendages, appurtenances and the common areas and facilities appurtenant thereto and every part thereof subject to limitation herein contained and the reversion and reversions, remainder and reminders, rents issue and profits thereof **TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY** the said _____ floor FLAT of Block _____ and the common area and facilities appurtenant thereto and every part thereof hereby granted, sold, conveyed and transferred or expressed intended so to be unto and to the use of the PURCHASER/S, his/their heirs, executors, administrators and assigns for ever freed and discharged from or otherwise by the Land Owners well and sufficiently indemnified of and against all encumbrances, claims, charges, liens, etc. whatsoever created or suffered by the Land Owners, **SUBJECT TO** the payment of the KMC taxes and expenses for maintenance, repairs and replacement of common areas and facilities.

1. **THE LAND OWNERS/VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER/S** as follows:

- i) That the Land Owners hath good right full power and absolute authority and indefeasible title to grant sell, convey, transfer, assign and assure the said FLAT or intended so to be free from all encumbrances and liabilities whatsoever in manner aforesaid according to the true intent and meaning of these presents.
- ii) And that the PURCHASER/S shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said premises hereby granted sold and conveyed and

receive and take the rents issues and profits thereof and every part thereof without any lawful acts suit hindrance eviction interruption disturbance claim or demand what whatsoever from the Land Owners or any other person or persons lawfully or equitably claiming from under as in trust for them.

iii) The Owners doth hereby confirm the recitals and the transfer made by them under these presents.

2. THE PURCHASER/S DOTH HEREBY COVENANT WITH THE LAND OWNERS as follows:

- i) The PURCHASER/S doth hereby covenant with the Land Owners that he/she/they will use the FLAT purchased by him/her/them for residential purpose and that he/she/they will not claim any right or interest in respect of any other FLAT of the building except the FLAT purchased by him/them and he/she/they will pay the monthly maintenance charges as may be assessed from time to time along with other FLAT owners of the building and that he/she/they become a member of the FLAT Owners' Association and any other body which will be formed for undertaking the overall management of the entire building, and he/they will abide by and observe the Rules and by-laws which may be made by such Association in or body and that generally will do all acts and things as are usually done by FLAT Owners in multi-storied building in Kolkata.
- ii) The PURCHASER/S has the absolute right in respect of the said **FLAT No.” ___**”, Block _____ of **“SRI BALARAM HEIGHTS”** and he/she/they can sell, transfer or convey the same to anyone without any consent or permission from the Land Owners or any other FLAT Owners.

SCHEDULE ‘A’ ABOVE REFERRED TO
THE SAID PROPERTY

ALL THAT piece and parcel of plot of land measuring an area about **17 Cottahs 3 Chittacks 0 Sq. ft. out of total area of land 25 Cottahs 9 Chittacks 0 Sq. ft.** together with a residential complex thereon, **G+ IV, G +X storied newly constructed building named as “SRI BALARAM HEIGHTS”** lying and situated at 7, Harish Chandra Paul Lane, Kolkata -700 050 Police, Station - Sinthee, District – North 24 Parganas, within the limits of Kolkata Municipal Corporation under Ward No. 2, under the jurisdiction of A.D.S.R. Cossipore Dum Dum butted and bounded as follows:

ON THE NORTH: By 6/1 Harish Chandra Paul Lane;
ON THE SOUTH: By 1A & 2A South Sinthee Road, 8/3 & remaining portion / building of 7, Harish Chandra Paul Lane;
ON THE EAST: By 2B & 2C South Sinthee Road;
ON THE WEST: By Harish Chandra Paul Lane & remaining portion / building of 7, Harish Chandra Paul Lane

SCHEDULE ‘B’ ABOVE REFERRED TO

(Description of the Flat)

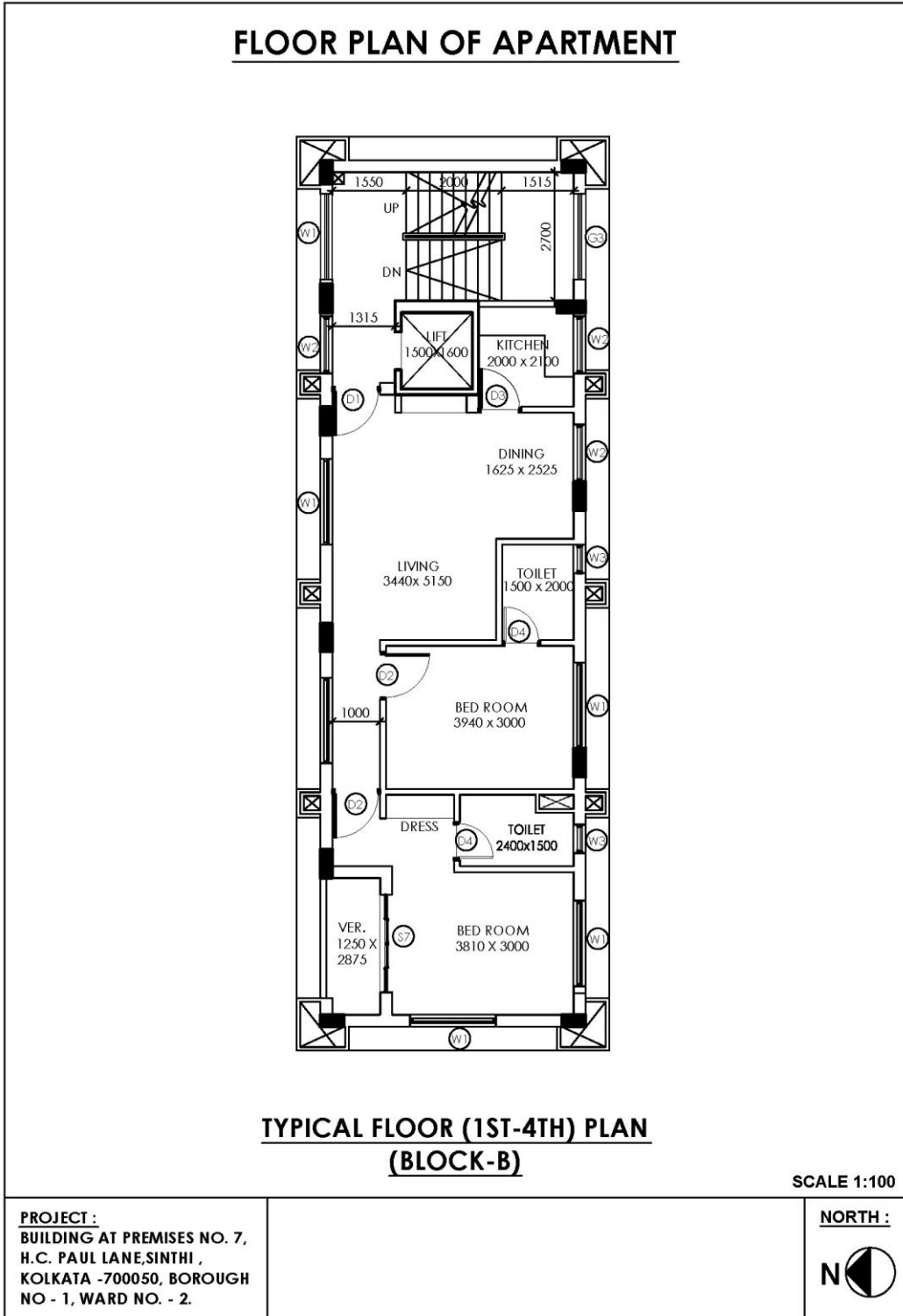
ALL THAT fully completed apartment having marble finished Flat No.” ____” on the _____ Floor of the building in Block _____ measuring more or less _____Sq. ft. **Carpet area** consisting of Three/Two Bed rooms, One Living room / Dining space, One Kitchen, Three/Two/One Bathrooms and Three/ Two/ One attached Balcony having an area of _____Sq.ft and **Built up area** _____Sq.ft. more or less (including apartment and balcony). For the purpose of registration and Association Formation, the super built up area of the said apartment is _____Sq.ft. **With lift facility** and all right of access freely with all right on the common areas and lift facilities etc. therein on the completely constructed building in all respect as per sanctioned plan & C. C. from KMC and

also proportionate share of the land underneath completely constructed multi-storeyed building at 7, Harish Chandra Paul Lane, Kolkata -700 050.

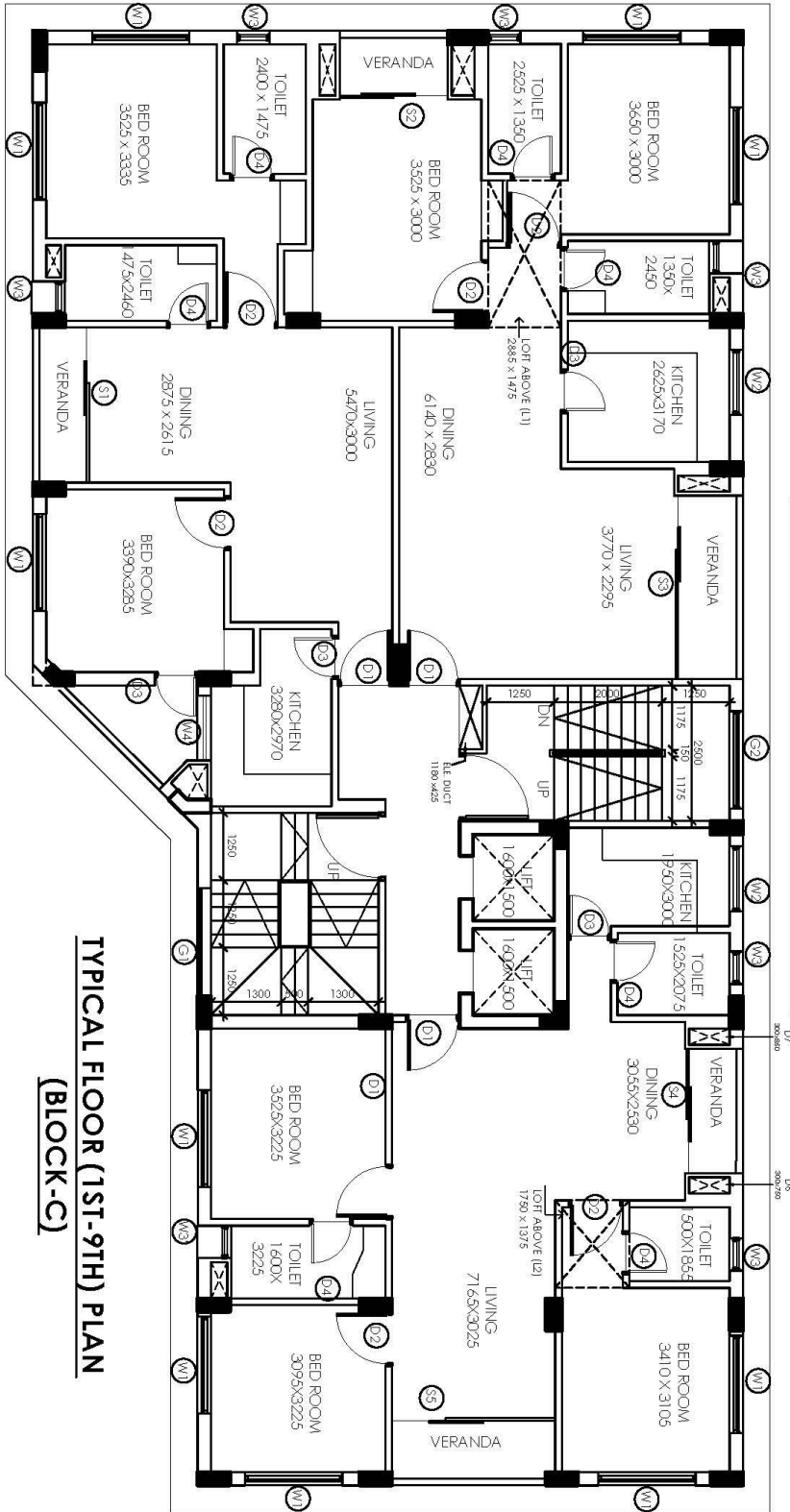
(Car Parking Space)

ALL THAT The 1(one) number of covered car parking space_____sq. ft. area at said premises, an earmarked identified and the designed by the Owner of the parking of private medium sized car(s) owned by the Allottee within such space.

SCHEDULE 'C'
(Floor Plan of the Apartment)



FLOOR PLAN OF APARTMENT



TYPICAL FLOOR (1ST-9TH) PLAN
(BLOCK-C)

SCALE 1:100

PROJECT:
BUILDING AT PREMISES NO. 7,
H.C. PAUL LANE SINTHI,
KOLKATA - 700050, BOROUGH
NO - 1, WARD NO. - 2.



SCHEDULE 'D'**(The common portions)**

- 1) All the foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere.
- 2) All structural floor assemblies including the underside of such assembly ceiling.
- 3) All exterior walls of the building including the exterior facade of the building and the masonry walls.
- 4) All the windows, window frames, casements and mullions.
- 5) Staircase on all the floors lobbies corridors.
- 6) Staircase landings and lift landings on all floors.
- 7) Lift well with lift machine room.
- 8) Lift plant /car installation.
- 9) Common passage and lobby on the ground floor excepting car parking areas and other open and covered space. Block A will use the Common passage of Block – B & C for repairing and maintenance purpose only.
- 10) The land and all the other areas of the properties Except Block-A (i.e. 8 Cottahs 3 Chittacks of land with Heritage Building named “KAILASH DHAM” thereon) and all the apparatus, systems, equipment and installations now or hereafter existing in the building or on the entire property (but not part of any apartment), for the common use of all apartments or by all flats owners necessary or convenient for the existence, maintenance or use of the property as a whole. (Except 9th floor roof / terrace which is exclusively belong to promoter/owner i.e. Sri Sri Iswar Balaram Jiu Thakur Trust.)

- 11) All central and appurtenant installations for services such as electrical infrastructure, generator (with space required for installation of same), telephone, internet lines, sewer, waste, hot and cold water (including all pipes ducts, wires, chutes and conduits located in common elements or in flats) and all other mechanical equipment spaces (except those which are contained in any Apartment which serves or benefit all owners or other general common elements
- 12) Boundary walls.
- 13) Overhead water tank (domestic + firefighting) underground water reservoir water pipes and other common plumbing installation.
- 14) Electrical wiring meters and fitting in the common areas.
- 15) Water connection, Drainage and sewage are common for Block A, B, and C.
- 16) Firefighting system installation and allied equipment, including the sprinklers, pipes and other installations.
- 17) Passage pathways driveways and entrances
- 18) All shafts, pipes, wires, ducts, vents, cables, conduits and lines which serves on benefit or are necessary to convenient for the existence, maintenance, operations and safety of all Apartment or all Apartment owner
- 19) Gate Goomty.

SCHEDULE 'E'

(Common Expenses)

- 1) Repairing, rebuilding, repainting, improving as necessary and keeping the said premises, the Building, the common areas and the several facilities, infrastructure, utilities, etc. at the said premises and / or the building and every exterior part thereof in good and substantial order and condition, renewing and repairing etc. all worn out and / or damaged parts thereof.

- 2) As often as may be necessary in the opinion of the owner and /or the association and / or the facility management entity , as the case may be painting with quality paint and in a proper and workman like manner , all the wood , metal , stone and other work of / at the said premises , the building and the common areas and the external surfaces of all the exterior doors etc. the building , and decorating and coloring all such parts of such parts of the building and common areas , as usually or ought to be .
- 3) Maintaining / reinstating any boundary wall, hedge or fence.
- 4) Keeping the driveways, passages and pathways of the said premises in good repair and clean and tidy and edged.
- 5) Cost of clearing, repairing, reinstating and drains and sewers.
- 6) Cost of operating and maintaining the various facilities / utilities comprising a part of the common areas.
- 7) Paying such workers as may be necessary in connection with the upkeep, management, maintenance, administration etc. of the said premises, the building and the common areas.
- 8) Insuring against any risks.
- 9) Cleaning as necessary, the external walls and windows (not forming a part of any apartment) in/at the said premises and /or the building as may be necessary, as also the common areas, the passage landings, staircases and all other common parts of the building and the premises as identified by the owner and/or the association and/or the facility management, as the case may be.
- 10) Cleaning, maintenance and operation including cost of electricity, AMC charges of the puzzle car parks as well as the open, covered, open stacked and covered stacked car parks.
- 11) Operating, maintain and if necessary, renewing from time to time, lighting apparatus of the said premises, the building and the common areas, and providing additional lighting apparatus there at.

- 12) Operation, maintaining etc. the lift, generator and all facilities and utilities forming a part of the common areas including those identified by the owner and /or the association.
- 13) Providing and arranging for removal of rubbish
- 14) Paying all the rates, taxes, commercial surcharge, levies duties, charges, assessments and outgoings whatsoever (whether central, state, or local) assessed, charged or imposed or payable presently and /or in the future, with retrospective effect or otherwise, in respect of the said premises and / or the Building and / or the common areas and /or any part thereof, excepting in so far as the same is the responsibility of an apartment allottee.
- 15) Abating any nuisance and executing such works as may be necessary for complying with any notice served by any competent authority in connection with the said premises and /or the building and / or any part thereof so far as the same is not the liability of and / or attributable to an apartment allottee / the occupant / user of any apartments.
- 16) Generally managing and maintaining and protecting the said premises, the building and the common areas and for such purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully, the observance of the covenants on the part of the apartment allottees / the users / occupants of any of the apartments.
- 17) Engaging qualified accountant(s) for the purpose of auditing the accounts in respect of the common expenses, and certifying the total amount thereof for the period to which the total amount thereof for the period to which the accounts relate.
- 18) Complying with the requirements and directions of any competent authority and / or with the provisions of all statues and regulations, order and bye – laws made thereunder relating to the said premises and / or the building and / or the common areas, excepting those which are the responsibility of an apartment allottee / the occupier / user of any apartment.

- 19) The purchase, maintenance, insurance together with the applicable renewals and replacement of firefighter appliances and other equipment, infrastructure etc. as from time to time, may be considered necessary by the owner or the facility management entity, as the case maybe. This also includes the firefighting equipment's as installed within the said apartment and all other apartments also.
- 20) Administering the management of the staff and complying with all relevant regulations and orders thereunder, and employing, whenever necessary, suitable persons or firm to deal with these matters and disengage them when required.
- 21) The purchase, maintenance together with the applicable renewals there of as also for replacement of any other equipment and the provisions of any other service, which in the opinion of the owner and/ or the association and / or the facility management entity, as the case may be, it is reasonable to provide.
- 22) Litigation expenses that may have to be incurred for any common purpose and / or for in / the larger / greater interest of the said premises and / or the building.
- 23) Charges, fees etc. of the facility management entity.
- 24) Service charges of the owner and / or the association till the maintenance is handed over to the facility management entity
- 25) Such periodic amounts, as may be estimated by the owner and / or the association and / or the facility management entity, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in the schedule to be incurred or expected to be incurred at any time.
- 26) Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/ with any of the matters, items, issues etc. stated in this schedule.

SCHEDULE 'F'

(Easement)

1. The Purchaser/s shall be entitled to all privileges and rights including right of vertical and lateral supports, easements, quasi- easements, appendages and appurtenances whatsoever belonging to or in any way appertaining thereto and hereinafter more fully specified except and reserving unto the Vendor and/or any other person deriving title under them the rights, easements, quasi- easements, privileges and appurtenances hereinafter more fully set forth in the Schedule 'G' hereunder.
2. The Purchasers, Purchasers' servants, agents, employees and invitees shall have the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said unit with or without vehicles over and along the drive-way and pathways comprised within the said building **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the co-owners/Purchaser/s and/or purchaser's servants, agents and employees and invitees to obstruct in any way by vehicle, deposits of materials rubbish or otherwise the agree passage of other persons properly entitled to such rights of way as aforesaid along such drive ways and pathways or common path.
3. The purchasers shall have:
 - 3.1 The right of protection of Purchaser's Unit by or from all parts of the said building as far as may be necessary, including right of support, both vertical as well as later.
 - 3.2 The 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 or 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 for all lawful purposes whatsoever.
 - 3.3 The right with or without workmen and necessary materials to enter from time to time upon the other part of the said building and for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and

for the purpose of rebuilding, repairing or cleaning any part or parts of the said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such events upon giving a fortnight's prior notice in writing of the Purchasers intention so to enter into the Vendor and/or other person or persons apartment lawfully entitled to the same.

SCHEDULE 'G'

The under mentioned rights, easements, quasi-easements privilege and appurtenances shall be accepted out of transfer and reserved unto the Vendor.

1. The right in common with the Vendor and/or such person or persons entitled to the other part or parts of the Building as aforesaid for the Vendor use of common portion including staircases, Lift, common water, electric, gas, pipe lines, drains, wires, sewers, conduits, entrance and other parts or passages and for other purposes connected therewith including ingress to and egress out the said other part or parts.
2. The right of passage in common with the Vendor and other person as aforesaid of gas, electricity, water telephone and soil from and to any part of the said Building through pipe, drains, wires, conduits, cable lines and posts lying or being in under through or over the said unit as far as may be reasonably necessary (but without any damage to the said building) for the beneficial use and occupation of the other portion or portions of the said Building for all purposes whatsoever.
3. The right with or without workmen and necessary materials to enter from time to time upon the said apartment but without causing any undue inconvenience to the occupier thereof for laying pipes, drains, wires and conduits as aforesaid and for the purpose of other repairs including inspection if necessary thereof **PROVIDED ALWAYS** that the Vendors and/or such other person or persons shall give to the Purchaser/s a prior written notice of their intention for such entry as aforesaid.
4. The right to protection of other portion or portions of the said building by all parts/ portions of the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.

5. The right as might otherwise become vested in the Purchasers by means of structural alterations to the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said Building.

SCHEDULE 'H'

(Terms and conditions)

1. Transfer & Dismemberment:

1.1 The Purchasers shall not claim partition of the undivided share and/or the common portions and/or in any of the common areas, utilities and facilities in the said building in which the Purchasers have any right in common with others.

2. Mutation:

2.1 The Purchaser/s shall after completion of the transfer of the apartment/s apply for and have the apartment separately assessed for the purpose of assessment of Municipal rates and taxes at his own cost within the stipulated time as provided by law.

3. Taxes & Impositions:

3.1 Until such time as the apartment be not separately assessed and/or mutated in respect of any tax or imposition the Purchasers shall bear and pay a proportionate share of rates and taxes.

3.2 Upon the mutation of the Apartment in the name of the Purchasers for the purpose of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition, in respect of the Apartment and proportionately in respect of the common portions.

3.3 The "Taxes & Impositions" referred to in various sub causes of clause 3 immediately preceding shall include the land Revenue, Municipal rates and taxes, Municipal Surcharge, Multi storied Building Tax, Urban Land tax, Betterment Fees, Water tax, etc. and/or taxes of similar nature and/or other new taxes as may be imposed by the Govt. from time to time. Any tax & imposition payable till the date of possession to be paid by the Developer.

4. Management and Maintenance of the common portions:

4.1 On the Vendor's/Developer fulfilling the Vendor's/Developer obligations and covenants, the Purchaser/s and upon its formation the association shall manage, maintain and control the common portions and pay all common expenses and do all acts deeds and things as be necessary or expedient relating to common purposes.

5. Sinking Fund.

The Purchaser/s will be required to pay all such sums as may be determined to a fund called the Sinking fund for and towards the management and maintenance, repairs, upkeep of the Building and all other force able contingencies involving common expenses in the interest of safe, elegant and lawful management of the Building.

5.1 Repairs and Maintenance Fund and Sinking Fund:

The above two funds shall be created through Deposits raised from the purchasers/ owners of units.

5.1.1 Deposits for Repairs and maintenance.

i) Deposit shall be made by the Purchasers/Owners of the apartments for and towards the repairs and maintenance of all common portions and common areas appertaining to the Buildings and the Premises.

ii) The amount of such deposit by individual Purchasers/ Owner of apartment shall be decided proportionate to the carpet areas of the Apartment/s.

iii) The fund created by the Deposit shall be invested for optimum return consistent with safety and security, and the return from such deposits shall be utilizing for the repairs, maintenance and up keeps of all the common portions and Areas pertaining to the Buildings and common portions and common areas pertaining to the apartment.

iv) Proper records and accounts of such funds shall be maintained including the deployment and usage of the returns from such fund.

v) Any surplus at the end of the year shall be retained in the fund. Any deficit or shortfall shall be contributed by the Purchasers/ Owners of the units proportionate to the super built-up areas of the respective apartments and as decided by the association. The decision of the association shall be final.

6. Title Deeds:

After formation of the association the Vendor/Developer shall hand over to the association the title deeds in respect of the premises as are in its possession and are in its safe custody or in the custody of any person or persons as the Vendor/Developer may in its absolute discretion think fit and proper. The association shall at the costs of the Purchasers arrange for inspection thereof and allow the Purchasers to take copies thereof and/or extracts there from as may be required by the Purchasers and shall also at like request and cost arrange for production of the same before such authorities as the Purchasers may reasonably require.

7. Additional, alteration & payment of betterment fees etc.

The Purchasers shall at Purchasers' cost wholly in case it relates to the apartment or any part thereof and/or common portions, make all alterations and/or additions as maybe required to be made by the Panchayat/Municipal Corporation or other statutory body if any fees levies in respect of that building.

8. User of the units and common portions:

8.1

SCHEDULE 'I'

(Allottee's Covenants)

The Allottee covenants with the Promoter (which expression shall for the purpose of include the Association, wherever applicable) and admits and accepts that:

1.1. Allottee aware of and satisfied with common amenities and facilities and specifications:

The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the said Apartment.

1.2. Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation within 3 months from the execution of the Deed of Conveyance, and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

1.3. Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter/Facility Management Company or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

1.4. Charge/Lien:

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

1.5. Obligations of Allottee:

The Allottee shall:**i) Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Residential Common Areas, Amenities and Facilities by the Promoter / Association (upon formation), as applicable.

ii) Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities.

iii) Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the said Apartment from the date of fit out.

iv) Meter and Cabling:

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter / Association (upon formation).

v) Residential Use:

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use

or allow the Apartment to be used as a religious establishment, hotel, restaurant, nursing home, club, school or other public gathering place.

vi) Maintenance of Apartment:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

vii) Use of Common Toilets:

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

viii) Use of Spittoons / Dustbins:

Use the spittoons/dustbins located at various places in the Project.

ix) No Alteration:

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.

x) No Structural Alteration and Prohibited Installations:

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish- antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof.

xi) No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter. The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take

refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

xii) No Exclusive Grill Designs

No outside Grill in window is allowed save & except inside Grill. Design of Grill in window & Balcony as per Architectural Design and the expenses of the Grill is to be made by the Allottee.

xiii) No Sub-Division:

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

xiv) No Change of Name:

Not to change/alter/modify the name of the Building from that mentioned earlier in this Agreement.

xv) No Nuisance and Disturbance:

Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

xvi) No Storage:

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

xvii) No Obstruction to Promoter/Association:

Not to obstruct the Promoter / Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, and selling or granting rights to any person on any part of the said Building.

xviii) No Obstruction of Common Areas:

Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

xix) No Violating Rules:

Not to violate any of the rules and/or regulations laid down by the Promoter/ Association (upon formation) for the use of the common amenities and facilities.

xx) No Throwing Refuse:

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated therefore.

xxi) No Injurious Activities:

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

xxii) No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment.

xxiii) No Signage:

Not to put up or affix any sign board, name plate, coloured films on the windows or other things or other similar articles in the common areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

xxiv) No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

xxv) No Installing Generator:

Not to install or keep or run any generator in the said Apartment.

xxvi) No Misuse of Water:

Not to misuse or permit to be misused the water supply to the said Apartment.

xxvii) No Damage to Common Portions:

Not to damage the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

xxviii) No Animal Slaughter

Not to kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Apartment, Building and/or the Project Land or on any portion thereof, under any circumstances whatsoever, including for any religious purpose or otherwise.

xxix) No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies obstructing the opening of lower floor balcony of the said Apartment. And also not to fix any extended angles or iron pipe or other similar arrangements for hanging clothes.

xxx) No Smoking in Public Places:

Not to smoke in public areas of the Building and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to

dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

xxxii) No Littering:

Not to throw or allow to be thrown litter in the common areas of the said Project.

xxxiii) No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

xxxiiii) No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

xxxv) No Covering of Open Spaces:

Not to cover any open spaces including the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

xxxvi) Duty towards Pet Animals

The Allottee shall remain fully responsible for any pets kept by it. Acquisition of such pet must conform to applicable laws, and the pet must timely receive all necessary vaccinations. No pet shall be allowed within the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities unless such pet is controlled by a responsible adult on a leash or in a pet carrier. The Allottee shall confine pet walks to the designated areas and shall obey all rules relating to pets on the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities. The Allottee shall maintain meticulous hygiene standards for their pet and shall promptly and immediately pick up, clean and remove any solid waste and/or droppings deposited by their pet within such area.

xxxvii) To pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter /

Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

xxxvii) To affix Nameplate:

To affix nameplate at the designated place only.

1.6 Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter /Association (upon formation) of the tenant's/transferee's address and telephone number.

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

SIGNED AND DELIVERED

At Calcutta in the presence of Witness: -

1.

TRUSTEES/ OWNERS

2.

PURCHASER/S

Drafted by:

**SANDIP SAHA,
Advocate
High Court, Calcutta
(E. No. WB/733/1988)
Chamber: 81, S. N. Banerjee Road,
Kolkata – 700 014.**

MEMO OF CONSIDERATION

Received of and from within named purchaser the within mentioned sum of Rs. _____/- (**Rupees** _____) **only**, being the total consideration money of these presents as per Memo below: -

<i>Date</i>	<i>Cheq./RTGS No.</i>	<i>Bank Name</i>	<i>Branch</i>	<i>Amount</i>
		<i>TOTAL</i>		

(Rupees _____) only

1.

2.

TRUSTEES/ OWNERS