

**DISCLAIMER:** It is hereby brought to the notice of all concerned that the provisions and contents of this Indenture may undergo modifications or alterations if so required by the Regulatory Authority or under the Real Estate Laws as are being implemented in West Bengal. Further this Indenture is only a Model Indenture and is subject to changes from case-to-case basis.

**THIS INDENTURE OF CONVEYANCE** made this the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Twenty-Three

BETWEEN

**(1) SUJIT MAJUMDAR (PAN BGWPM9282P & AADHAR CARD NO. 5528 8976 7531)**, son of Late Sailendra Nath Majumdar aged about 71 years, by religion – Hindu, Nationality – Indian, by occupation - Retired, residing at 21, Lake Terrace Road, P.O. – Sarat Bose Road, P.S. – Tollygunge, Kolkata - 700029, **(2) SWAGATA MAJUMDAR (PAN BLQPM9044L & AADHAR CARD NO. 6456 7400 7523)**, wife of Late Mohan Majumdar, aged about 69 years, religion – Hindu, Nationality – Indian, by occupation – Housewife, residing at 21, Lake Terrace Road, P.O. – Sarat Bose Road, P.S. – Tollygunge, Kolkata - 700029 and **(3) SOURADEEP MAJUMDAR (PAN DKXPM2993C & AADHAR CARD NO. 7537 8392 8031)** son of Late Mohan Majumdar, aged about 30 years, by religion – Hindu, Nationality – Indian, by occupation - service, residing at 21, Lake Terrace Road, P.O. – Sarat Bose Road, P.S. – Tollygunge, Kolkata – 700029, hereinafter referred to as the “OWNERS” (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns for the individuals) of the **FIRST PART**.

AND

**PRIME REALCON PRIVATE LIMITED (PAN – AAFCP7797R)**, a company within the meaning of the Companies Act, 1956, as extended by the Companies Act, 2013, having its registered office at 448, Hemanta Mukhopadhyay Sarani Ground Floor,



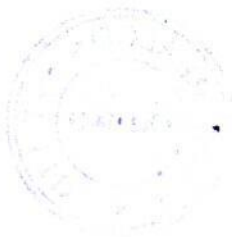
Kolkata – 700 029, hereinafter referred to as the “**DEVELOPER**”, being represented by one of its Directors/Authorised Signatory, namely, **CHANDAN CHATTERJEE (PAN – ACRPC0270H & AADHAR CARD NO. 7247 4468 8525)**, son of Late Sachindra Kumar Chatterjee, residing at 2/2A, Mahendra Road, Police Station and Post Office – Bhowanipore, Kolkata 700 025, authorized and empowered to execute these presents for and on behalf of the Developer (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/interest and assigns) of the **SECOND PART**.

AND

\_\_\_\_\_ (PAN \_\_\_\_\_), a company within the meaning of the Companies Act, 1956, as extended by the Companies Act, 2013, having its registered office at \_\_\_\_\_ being represented by one of its Directors/Authorised Signatory, namely \_\_\_\_\_ (PAN \_\_\_\_\_ & AADHAR CARD NO. \_\_\_\_\_), son/daughter of \_\_\_\_\_, residing at \_\_\_\_\_, Police Station and Post Office – \_\_\_\_\_, Kolkata \_\_\_\_\_, authorized and empowered to execute these presents for and on behalf of the Purchaser (hereinafter collectively referred to as the “**PURCHASER**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-office/interest and/or permitted assigns) of the **THIRD PART**.

“**Owners**”, “**Developer**” and “**Purchaser**”, individually “**Party**” collectively **Parties**.

The “**Owners**” and “**Developer**” are collectively referred to as “**the Sellers**”



**WHEREAS :**

- A) By a Deed of Conveyance dated 18<sup>th</sup> December 1935 registered in the Office of District Sub Registrar, Alipore vide Book No. I, Volume No. 16, Pages 91 to 93, Being No. 193 for the year 1936, the Trustees for the Improvement of Calcutta sold transferred and conveyed ALL THAT piece and parcel of land containing an area of 3 Cottahs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata - 700 029 (hereinafter referred to as **“the said Premises”**) in favour of Sailendra Nath Majumdar for the consideration as recorded therein.
- B) The said Sailendra Nath Majumdar died on 31<sup>st</sup> May, 2000 leaving behind his wife Amiya Rani Majumdar, two sons Mohan Majumdar and Sujit Majumdar and his daughter Bulbul Ghose, as his only legal heirs.
- C) The said Amiya Rani Majumdar died on 18<sup>th</sup> January, 2018 leaving behind her two sons Mohan Majumdar and Sujit Majumdar and her daughter Bulbul Ghose.
- D) The said Mohan Majumdar died on 4<sup>th</sup> February, 2019 leaving behind his wife Swagata Majumdar and son Souradeep Majumdar, as his only legal heirs.
- E) In the events as recited hereinabove, the below mentioned have become entitled in the following share in the said Premises:

Bulbul Ghose-1/3<sup>rd</sup> share

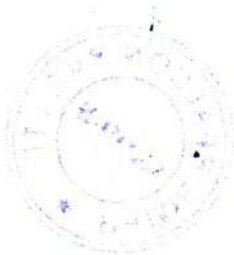
Sujit Majumdar- 1/3<sup>rd</sup> share

Swagata Majumdar- 1/6<sup>th</sup> share

Souradeep Majumdar-1/6<sup>th</sup> share

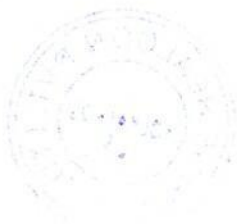


- F) By a Joint Development Agreement dated 28<sup>th</sup> September, 2022 registered at the office of the D.S.R. III, South 24 Parganas recorded in Book no. I, Volume No. 1603 -2022, Pages from 547335 to 547376 Being no. 160316003 for the year 2022 (“**the Development Agreement**”, the Owners herein and the said Bulbul Ghose were desirous of undertaking development of the said Premises and accordingly appointed Prime Realcon Private Limited for the purpose of undertaking such development thereof, for the consideration and on the terms and conditions contained and recorded therein. The Owners and the said Bulbul Ghose had also granted to the Promoter Power of Attorney dated \_\_\_\_\_ registered at the office of \_\_\_\_\_, \_\_\_\_\_ and recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_. In pursuant to the Development Agreement the Developer became entitled to the demarcated portion of the ground floor and the entire first floor of the new building now in the course of construction.
- G) In pursuance of the said Development Agreement and in furtherance thereof the Developer caused a map or plan sanctioned by the authorities concerned being Plan No. 2022080133 dated 09.02.2023 (hereinafter referred to as “the SAID PLAN”, this shall also include modifications and amendments thereto) whereby the Developer became entitled to construct erect and complete a new building comprising of Ground + 3 storied (hereinafter referred to as the NEW BUILDING) comprising of various units apartments constructed spaces showroom space and car parking spaces capable of being held and/or enjoyed independently of each other. The Developer may at its discretion be entitled to obtain further sanction from the Kolkata Municipal Corporation as per applicable laws and cause vertical extension of the New Building.
- H) By an under the said Plan, the Developer is undertaking construction of a New Building comprising of ground plus 3 (three) upper floors out of which the Developer has decided to reserve the demarcated space on the Ground Floor and the entire first floor of the said New Building for commercial purpose



(hereinafter referred to as the SHOWROOM SPACE) and intends to cause the upper floors for residential flats (hereinafter referred to as the RESIDENTIAL AREA).

- I) The said Showroom Space and the Residential Area are to remain completely independent and autonomous of each other excepting that there would be certain General Common Elements which are to remain for common use and enjoyment of the owners and occupiers of the said Showroom Space and the Residential Area (hereinafter referred to the GENERAL COMMON ELEMENTS details whereof will appear from PART I of the THIRD SCHEDULE hereunder written) and the other common parts and portions which are to remain for common use and enjoyment of the co-owners the said Residential Area only are more fully and particularly mentioned and described in PART II of the THIRD SCHEDULE hereunder written and are hereinafter referred to as the RESIDENTIAL SEGMENT COMMON ELEMENTS.
- J) Thereafter, by and under a Deed of Conveyance dated 17<sup>th</sup> March, 2023 and registered at the office of DSR IV, South 24 Parganas and recorded in Book No. I, Volume no. 1604-2023 Page Nos. 110550 to 110578, Being No. 160403504 for the year 2023, the said Bulbul Ghose referred to as the Vendor therein sold transferred and conveyed unto and in favour of Prime Realcon Private Limited (the Developer herein) all her undivided 1/3<sup>rd</sup> share in the said Premises subject to all the rights and benefits of the Development Agreement and the said Plan.
- K) In the said premises the Developer herein became entitled to undivided 1/3<sup>rd</sup> (one-third) share in the said Premises being ALL THAT piece and parcel of land containing an area of 3 Cottahs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata – 700 029.



- L) The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (“Authority”) at [•] on [•] under Registration No. [•].
- G) In pursuance of the said Plan the Promoter at its own cost and expense completed construction of the said Project and obtained Completion Certificate dated \_\_\_\_\_ bearing no. \_\_\_\_\_.
- H) The Owners, Developer and Purchaser had entered into an Agreement for Sale dated \_\_\_\_\_, registered at \_\_\_\_\_, recoded in Book No. \_\_, Volume No. \_\_, Page Nos. \_\_ to \_\_, Being No. \_\_ for the year \_\_\_\_ (“**said Agreement**”) in respect of the **FIRSTLY ALL THAT SHOWROOM SPACE** containing by estimation an area of \_\_\_\_ sq. ft. (more or less) (carpet area) and \_\_\_\_ sq. ft. (more or less) (Super built-up area) (more or less) on the ground floor and an area of \_\_\_\_ sq. ft. (more or less) (carpet area) and \_\_\_\_ sq. ft. (Super built-up area) (more or less) on the first floor aggregating to \_\_\_\_ sq. ft. (more or less) (carpet area) and \_\_\_\_ sq. ft. (Super built-up area) (more or less) of the New Building now in course of construction at the said Premises to be known as \_\_\_\_\_ morefully delineated in the plan attached in the Second Schedule **AND SECONDLY ALL THAT** the undivided proportionate share or interest in the land comprised in the said Premises attributable thereto **AND THIRDLY ALL THAT** limited right to use the common parts and portions (listed in Part I of the **THIRD SCHEDULE**), comprised in the said new building at the said Premises (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO**) forming part of the Developer’s Allocation and the Purchaser had agreed to acquire and purchase the said **SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO** subject to the terms and conditions contained in the said Agreement, which terms and conditions, for all purposes and unless repugnant to the context, shall



form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.

K) At or before the execution of this Deed the Purchaser has fully satisfied itself as to:

- i) The right, title and interest of the Owner and the Developer in respect of the said Premises;
- ii) The nature, state, condition and measurement of the Said Premises and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iii) The proposed location, lay out plan and the dimensions of the Said Show Room Space;
- iv) Inspected the Building Plan No. 2022080133 dated 09.02.2023 and the Completion Certificate dated \_\_\_\_\_ bearing no. \_\_\_\_\_, issued by the Kolkata Municipal Corporation for sanction;
- v) Satisfied itself as to the various areas which are to be taken into account for the purpose of determination of the carpet area, built-up area and super built-up area to form part of the said Show Room Space and the Properties Appurtenant thereto;
- vi) The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- vii) The Specifications as also the measurements, dimensions, designs and drawings;
- viii) The state and condition of the said Show Room Space which are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;



- ix) The workmanship and quality of construction of the said Show Room Space and the Project, including the structural stability of the same;
- x) Materials used in completion of the super structure, which is presently existent at the said premises.
- xi) Fully satisfied with the limited right of use of the Common Areas morefully detailed and described in the PART I OF THIRD SCHEDULE.
- xii) Acknowledges that the entire building has two segments namely the Show Room Space, which comprises of the demarcated portion of the ground floor and the first floor of the said New Building and the Residential Area that comprises the upper floors of the said New Building.
- xiii) Further, acknowledges that the said Show Room Space is completely independent of the Residential area excepting that certain parts and portions of the said new building being the General Common Elements morefully detailed and described in Part I of the THIRD SCHEDULE are to remain common between the Show Room Space and the Residential area. The owner and/or the occupiers of the said Show Room Space shall have no right over and in respect of the said Residential area and similarly the owner and occupiers of the Residential area shall have no right over and in respect of the said Show Room Space. Notwithstanding anything mentioned herein, it may be clarified that during emergency no restriction of use of the common parts and portions of the Show Room Space and the Residential Area shall be applicable.

**NOW THIS INDENTURE WITNESSETH** as follows:

- I. THAT in the said Agreement and the consideration of a sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer at or before the execution hereof (the receipt whereof the Developer do hereby and





also by the receipt hereunder written admit and acknowledge to have been received) and of and from the payment of the same and every part thereof the Sellers do hereby acquit, release and discharge the Purchaser the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO hereby intended to be sold and transferred and the Developer do hereby sell, transfer, convey, assure and assign FIRSTLY ALL THAT SHOWROOM SPACE containing by estimation an area of \_\_\_\_\_ sq. ft. (more or less) (carpet area) and \_\_\_\_\_ sq. ft. (more or less) (Super built-up area) (more or less) on the ground floor and an area of \_\_\_\_\_ sq. ft. (more or less) (carpet area) and \_\_\_\_\_ sq. ft. (Super built-up area) (more or less) on the first floor aggregating to \_\_\_\_\_ sq. ft. (more or less) (carpet area) and \_\_\_\_\_ sq. ft. (Super built-up area) (more or less) of the New Building now in course of construction at the said Premises to be known as \_\_\_\_\_ morefully delineated in the plan attached in the Second Schedule AND SECONDLY ALL THAT the undivided proportionate share or interest in the land comprised in the said Premises attributable thereto AND THIRDLY ALL THAT limited right to use the common parts and portions (listed in Part I of the THIRD SCHEDULE), comprised in the said new building at the said Premises (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO) forming part of the Developer's Allocation unto and in favour of the Purchaser herein which the Purchaser shall be entitled to hold possess and enjoy for beneficial use and enjoyment of the said SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO TO HAVE AND TO HOLD the same absolutely and forever unto and in favour of the Purchaser.

- II. **AND** the Sellers hereby also transfers, releases, relinquishes and disclaims all their respective right, title and interest into or upon SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO **AND ALSO** the right to use the General Common Elements in common with the owners and/or



the occupants of the said new building **BUT EXCEPTING AND RESERVING** such rights, easements, quasi-easements, privileges reserved for all the owners of the New Building (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the **SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO** (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO** hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT TO** the restrictions (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) **AND ALSO SUBJECT TO** the Purchaser making payment of the maintenance charges and other charges (hereinafter referred to as the **SERVICE CHARGES** (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written).

**III. AND THE SELLER DO HEREBY COVENANT WITH THE PURCHASER as follows :**

- (a) **THAT** notwithstanding any act deed matter or thing whatsoever by the Sellers done or executed or knowingly suffered to the contrary the Seller is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO** hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.



- (b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Sellers now has good right, full power and absolute authority to grant convey, transfer, sell and assign all and singular the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO hereby sold, conveyed, transferred or expressed so be unto and to the use of the Purchaser in the manner as aforesaid.
- (c) **THAT** the said SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO hereby sold, granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispens, debuttar or trust made or suffered by the Sellers or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Sellers.
- (d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and receive all the rents, issues and profits thereof in proportion to their respective shares without any lawful eviction, interruption, claims or demands whatsoever by the Sellers or any person or persons having or lawfully or equitably claiming as aforesaid.
- (e) **THAT** the Purchaser shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispens, debuttar or trust or claims and demands whatsoever created occasioned or made by the Sellers or any person or persons lawfully or equitably claiming as aforesaid.
- (f) **AND FURTHER THAT** the Sellers and all persons having or lawfully or equitably claiming any estate or interest in the SHOW ROOM SPACE AND



THE PROPERTIES APPURTENANT THERETO or any part thereof through under or in trust for the Sellers shall and will from time to time and at all times hereafter at the request and cost of the Purchaser made do and execute or cause to be made done and executed all such further and lawful acts, deeds or things whatsoever for further better or more perfectly assuring the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

- (g) **THAT** the Sellers have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby and whereunder the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO hereby sold, granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.
- (h) **THAT** the Sellers do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said new building and/or the said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

IV. **AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH**



**THE OWNERSHIP AND POSSESSION OF SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE SELLERS** as follows:

- (a) **THAT** the Purchaser and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions and/or House Rules regarding the user set forth in the **SIXTH SCHEDULE** hereunder written.
- (b) **THAT** the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment in proportion to their respective shares of all the municipal rates and taxes and other outgoings and Taxes, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and proportionately for the new Building as a whole and for the common parts and portions.
- (c) **THE** Purchaser shall within three months from the date of execution of these presents shall apply for and obtain mutation of their names as the owners of SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO from The Kolkata Municipal Corporation and shall also obtain assessment of the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and so long it is not assessed in the name of the Purchaser, Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in the name of the Owners to the Kolkata Municipal Corporation.

**V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

- (a) **THAT** the undivided share in the land comprised in the Said Premises and the proportionate share and interest in common parts and portions hereby sold and

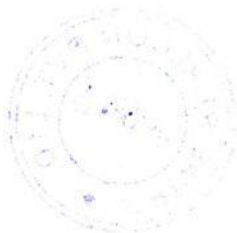


transferred and attributable to the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO shall always remain indivisible and impartible.

- (b) The right of the Purchaser shall remain restricted to the said SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO.
- (c) The said new buildings and/or the Complex shall always be known as “\_\_\_\_\_”.
- (d) The Purchaser shall make arrangements for obtaining separate electricity meter in their names for the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO from CESC and the Purchaser shall be liable and agrees to regularly and punctually make payment of the electricity charges directly to CESC.

**VI. AND THE PURCHASER DO HEREBY FURTHER AGREE AND COVENANT WITH THE SELLERS as follows:**

- i) The Purchaser regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written.
- ii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest at the rate of \_\_\_\_% per annum **PROVIDED HOWEVER** if the said default shall continue for a period of more than 30 days from the date of next payment becoming due then and in that event the Holding Organisation / Association / Society Service Company as the case may be shall -



- a) discontinue the use of common services.
- b) discontinue the supply of water.
- c) prevent use of the lifts and Generators and such services shall not be restored until all the amounts together with interest shall be fully paid.
- iv) The right of the Purchaser shall remain restricted to the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO \ and in no event the Purchaser or any person claiming through them shall be entitled to stretch or expand their claims over and in respect of the other parts of the new building.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID PREMISES)**

ALL THAT piece and parcel of land containing an area of 3 Cottahs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata – 700 029, and butted and bounded:

ON THE NORTH : By KMC Road, namely Jadunath Sarkar Road, Kolkata  
ON THE SOUTH : By Premises No. 33, Lake Road, Kolkata  
ON THE EAST : By Premises No. 23, Lake Terrace, Kolkata  
ON THE WEST : By Premises No. 19, Lake Terrace, Kolkata

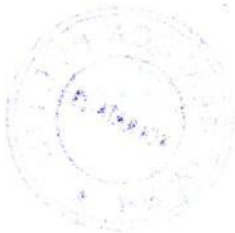
And delineated in the map/ plan attached as **Annexure A** hereto



**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT**  
**THERE TO)**

All That the commercial Unit No. \_\_\_\_\_ on Ground and First (G+1) floor admeasuring \_\_\_\_\_ sq.ft. of carpet area on the ground floor and \_\_\_\_\_ sq.ft. of carpet area on the first floor aggregating to a total carpet area of \_\_\_\_\_ sq.ft of super built-up area in the building known as “\_\_\_\_\_” at the said Premises AND SECONDLY ALL THAT limited right to use the common parts and portions (listed in Part I of the THIRD SCHEDULE), comprised in the said new building AND THIRDLY ALL THAT the undivided proportionate share or interest in the land comprised in Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata – 700 029.

And delineated in the map/ plan attached as **Annexure B** hereto





**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(The Common areas, Parts and Portion)**

**PART I**

**(General Common Elements)**

1. Land
2. Fire Fighting Equipments;
3. Electrical installations and main switches and meters;
4. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the New Building
5. CCTV and Intercom facilities;
6. Generator
7. Fire Fighting Equipments,
8. Transformer
9. Driveway
10. Water supply from overhead tank.
11. Main gate of the building
12. Security system
13. Maintenance/House keeping

**PART II**

**RESIDENTIAL**

**(Common Areas)**

1. Fire Fighting Equipments;
2. VRV System;



3. Electrical installations and main switches and meters;
4. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the New Building;
5. Elevator of reputed manufacturer with lift shafts and lift room;
6. CCTV and Intercom facilities;
7. Generator
8. Fire Fighting Equipments.
9. Air-Conditioned community hall and
11. Air Conditioned Gymnasium
12. Driveway.
13. Main gate of the building.
14. Security system.
15. Common toilet for driver.
16. Maintenance/House keeping.
17. Ultimate roof to the building;
18. Lift



**THE FOURTH SCHEDULE ABOVE REFERRED**  
**(EASEMENTS OR QUASI-EASEMENTS)**

(The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Sellers and/or the Association of Co-owners and/or the Service Company of the New Building.

1. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO) of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.
2. The right of protection for other portion or portions of the New Building by all parts of the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
3. The right of the Service Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid



PROVIDED ALWAYS the Developer and other person or persons shall give to the Purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Developer the rights easements, quasi-easements privileges and appurtenances hereinafter more particularly set forth in the SIXTH SCHEDULE hereto.
2. The right of support shelter and protection of SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO by or from all parts of the New Building so far they now support shelter or protect the same.
3. The right of passage in common as aforesaid electricity water and soil from and to the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO through pipes drains wires and conduits lying or being in under or over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and for all purposes whatsoever.
4. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain



wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the Owners and occupiers of the other units and portion of the Building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(RESTRICTIONS/HOUSE RULES)**

1. As from the date of possession of the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO the Purchaser agree and covenant:
  - (a) To co-operate with the other co-purchasers and the in management and maintenance of the said building.
  - (b) To observe the rules framed from time to time by the Association.
  - (c) To use the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO for commercial purpose and for no other purposes whatsoever without the consent in writing of the Developer.
  - (d) To allow the Association/Service Company with out without workmen to enter into the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO for the purpose of maintenance and repairs.
  - (e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and



proportionately for the building and/or common parts/areas and wholly for the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and/or to make deposits on account thereof in the manner mentioned hereunder to the Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours the Association.

- (f) To deposit the amounts reasonably required with the Association towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relating to the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO wholly and proportionately relating to the common parts.
- (h) To maintain or remain responsible for the structural stability of SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and not to do anything which has the effect of affecting the structural stability of the building.
- (i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO or in the compound or any portion of the building.
- (j) Not to store or bring and allow to be stored in the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO any goods of hazardous or combustible nature or which are so heavy as to affect or endanger



the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- (k) 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 constructions of the building or any part thereof.
- (l) Not to use the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO or permit the same to be used for any purposes which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.
- (m) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchha or pucca constructions, grills wall or enclosure thereon or part thereof and shall keep it always open as before. Not to permit any person to reside in the car parking space.
- (n) Not to use or permit to be used the allocated car parking space for any other purposes whatsoever other than parking of its own car/cars.
- (o) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to him/her/it and shall use the pathways as would be decided by the Association.
- (p) To abide by such building rules and regulations as may be made applicable by the Holding Organisation/Association to comply with and/or adhere to the building rules and regulations of such Holding Organisation/Association.



1. The Purchaser agree that :
  - (a) The Purchaser shall pay regularly and punctually within 7<sup>th</sup> day of every month, in advance and month by month the common expenses as described in the SEVENTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Holding Organisation/Association to be payable from the date of possession to the Holding Organisation/Association and upon formation and transfer of management of the building to the Holding Organisation such payments are required to be made without any abatement or demand.
  - (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Holding Organisation/Association from time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's SHOW ROOM SPACE only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Holding Organisation/Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building to the Holding Organisation in terms of these presents, the employees of the Holding Organisation/Association such as watchmen, security staff, liftmen, etc. shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment with the Holding Organisation/Association and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
  - (c) To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.





(e) If the Purchaser fail to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of 2% per month and further that such amount shall remains unpaid for sixty days, the Holding Organisation/Association or the Service Company shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's flat/unit such as water supply, electricity connection, use of lifts, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

3. The Purchaser have further agreed that :

i) The right of the Purchaser shall remain restricted to the SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO.

ii) The Purchaser shall not have any right or claim in respect of the other portions of the said building or the premises.

iii) The right of the Purchaser shall remain restricted to the said SHOW ROOM SPACE AND THE PROPERTIES APPURTENANT THERETO and in no event the Purchaser shall have any right over and in respect of the various other parts and portions of the said new building and/or the other buildings including the open spaces.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

1. Establishment and all other capital and operational expenses of the Association.
2. All charges and deposits for supply, operation and maintenance of common utilities.



3. All charges for the electricity consumed for the operation of the common machinery and equipment.
4. All expenses for insuring the BUILDING, inter alia against earthquake, flood, rain, fire, mob violence, damages, civil commotion etc.
5. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
6. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, reconstructing, lighting and renovating the Common Portions at the, including the exterior or interior (but not inside of the Show Room Space) walls of the BUILDING.
7. All expenses for running and operating all machinery, equipment, and installations comprised in the Common Portions, including lifts, Generator, if any changeover switches , CCTV, if any, EPABX, if any pumps and other common installations including, their licence fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common portions.
8. Municipal Tax, Surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the BUILDING save those separately assessed on the purchaser.
9. the salaries of and all other expenses on the staff to be employed for the Common purposes, viz; manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites bonus and other emoluments and benefits.



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

**SIGNED AND DELIVERED** by the  
**OWNERS** at Kolkata in the presence of:

**SIGNED AND DELIVERED** by the  
**DEVELOPER** at Kolkata in the presence of:

**SIGNED AND DELIVERED** by the  
**PURCHASER** at Kolkata in the presence of:



**RECEIVED** of and from the withinnamed  
**PURCHASER** the withinmentioned sum of Rs.  
\_\_\_\_\_/- (Rupees  
\_\_\_\_\_ only) being  
consideration money payable under these presents As per  
memo below:

Rs. \_\_\_\_\_/-

**(DEVELOPER)**

