

THIS DEED OF CONVEYANCE executed on this [•] day of [•], Two Thousand and Twenty One (2021);

BETWEEN

[■], **(1) ANANT VINCOM PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 4, Fairlie Place, Room No. 102, Kolkata – 700 001, P.O. – General Post Office, P.S. – Hare Street and Income Tax Permanent Account No. AAGCA7808M, **(2) AVIKAR COMMODITIES PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road Kolkata- 700 032, P.O. Jadavpur, P.S. Jadavpur and Income Tax Permanent Account No. AAGCA2945P, **(3) SHELTER PROPERTIES PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 4, Fairlie Place, Room No. 102, Kolkata – 700 001, P.O. – General Post Office, P.S. – Hare Street and Income Tax Permanent Account No. AAKCS6657G, **(4) ANUGRAH CONSULTANTS PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 4, Fairlie Place, Room No. 137, Kolkata – 700 001, P.O. – General Post Office, P.S. – Hare Street and Income Tax Permanent Account No. AAGCA6486K, **(5) AKSHAR DEALERS PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road Kolkata- 700 032, P.O. Jadavpur, P.S. Jadavpur and Income Tax Permanent Account No. AAGCA2946Q, **(6) DAZZLING REALTY PRIVATE LIMITED**, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road Kolkata- 700 032, P.O. Jadavpur, P.S. Jadavpur and Income Tax Permanent Account No. AAECD2210J, **(7)**

GANGOUR VINCOMPRIVATE LIMITED, a company within the meaning of the Companies Act 2013, having its registered office at 52 Jadavpur Central Road Kolkata - 700 032, P.O. Jadavpur, P.S. Jadavpur and Income Tax Permanent Account No. AAECG6383R,(8)

NAVASHAKTI REALTY DEVELOPERS PRIVATE LIMITED, a company within the meaning of the Companies Act 2013, having its registered office at 12 Government Place East, Kolkata P.O. – Esplanade, P.S. – Hare Street, Kolkata – 700 069 and Income Tax Permanent Account No. AADCN9666R,(9)

SNOWSHINE DEVELOPERS PRIVATE LIMITED, a company within the meaning of the Companies Act 2013, having its registered office at 14th Floor, unit no. 1411, Diamond Heritage, 16 Strand Road, Kolkata 700001 and Income Tax Permanent Account No. AARCS3628J **AND(10) STARTREE APARTMENTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at 14th Floor, unit no. 1411, Diamond Heritage, 16 Strand Road, Kolkata 700001 and Income Tax Permanent Account No. AARCS3622C, All represented by their Constituted Attorney **Sri Navin Kumar Bhartia**, son of Late SatyanarainBhartia, residing at 25B, Ballygunge Park, Kolkata-700019 and Income Tax Permanent Account No. ADTPB8802D, AADHAR No. 392704951009, hereinafter referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and assigns) of the **FIRST PART**

AND

[■]**Levelz Apartments LLP** a Limited Liability Partnership formed under the Limited Liability Partnership Act, 2008, having its registered office at Unit No. 1411, 14th Floor, Diamond Heritage, 16 Strand Road, Kolkata 700 001 and having Income Tax Permanent Account No.ACQFS2098Q represented by one of its Designated Partner, **Sri Navin Kumar Bhartia**, son of Late SatyanarainBhartia, residing at 25B, Ballygunge Park, Kolkata-700019 and Income Tax Permanent Account No. ADTPB8802D, AADHAR No.

392704951009, authorised vide resolution of the partners of the LLP dated 31st July, 2020, hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **SECOND PART**

AND

Mr./Ms. [•],(Aadhar No. [•] / (PAN No.[•]), son/daughter of [•], aged about [•], by faith [•], residing at [•] P.S. [•], P.O. [•] hereinafter referred to as the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the **THIRD PART**:

[OR]

(Please insert details of other allottee(s) in case of more than one allottee)

The Owners, Promoter and Purchaser shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:

1. DEFINITIONS:

For the purpose of this Deed, unless the context otherwise requires,-

1.1 “**Act**” means the West Bengal Real Estate (Regulation and Development) Act, 2016

1.2 **“Allottee”** means the person including the Purchaser herein to whom a, an apartment, in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent and shall also include the promoter in respect of such apartments in the Project which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Developer and shall mean and include **‘Person’** includes :

- (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
- (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.

(f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.

- 1.3 **“Applicable Laws”**, shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India.
- 1.4 **“Association”** shall mean an association of all the allottees of the Project (including the Promoter for such row bungalows of the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Developer.
- 1.5 **“Built-Up Area”** and/or **“Covered Area”** in relation to the said Apartment shall mean the floor area of that said Apartment including the area of balconies, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein.
- 1.6 **“Carpet Area”** shall mean the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes

the area covered by the internal partition walls of the said Apartmentas more particularly defined in the Act.

- 1.7 **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Project Common Areas, Amenities and Facilities and all other sums assessed against the apartment purchasers, and shall be payable proportionately by the Apartment Purchaser periodically as part of maintenance charges.
- 1.8 **“ Common Purposes”** shall include the purposes of managing and maintaining the Project and in particular the Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottees of the said Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective row bungalows exclusively and the Project Common Areas, Amenities and Facilities in common.
- 1.9 **“Maintenance Agency”** shall mean the Developer or such committee to be appointed by the Developer for the time being and, upon its formation, the Association, for the Common Purposes.
- 1.10 **“Parking Spaces”** shall mean such spaces in the Project that are sanctioned by the competent authority as a garage or parking space **‘Garage’** means a place within a project having a roof and walls on three sides for parking any vehicle, but does not include an unenclosed or uncovered parking space such as open parking areas :

- 1.11 **“Possession Date”** shall have the meaning described in the said Sale Agreement.
- 1.12 **“Project Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that are/may be built or installed by the Developer from time to time for the use and enjoyment thereof by all the allottees of the Project and more particularly mentioned in the **THIRD SCHEDULE** hereto.
- 1.13 **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Developer jointly in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed apartments including the said Apartment therein are made over to the respective allottees.
- 1.14 **“Project Land”** shall mean **ALL THAT** piece and parcel of land measuring about 67 cottahs 11 chittacks and 30 sq. ft. more or less, situate lying and being premises no. 69/1, Prince Baktiyar Shah Road, P.S. Charu Market, P.O. Tollygunge Kolkata 700 033 more particularly mentioned and described in **Part A** of the **FIRST SCHEDULE** hereunder written.
- 1.15 **“Proportionate”** with all its cognate variations shall mean the ratio that the carpet area of the said Apartment may bear to the total carpet area of all the

apartments in the Project upon its final computation “**Regulations**” means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act, 2016.

1.16 “**Rules**” means the rules made under West Bengal Real Estate (Regulation and Development) Act, 2016 by the appropriate Government.

1.17 “**Said Apartment**” shall mean the Apartment No. [•] (“**Apartment**”) having carpet area of [•] square feet more or less, along with balcony having an area of [•] square feet more or less, along with open terrace having an area of [•] square feet more or less, built up area of [•] sq ft more or less on the [•] floor in the [•] Wing of the building to be developed on the Project Land along with [•] nos of medium size parking space (s) being Nos. [•] (“**Parking Space**”) as permissible under applicable law Together With the proportionate (pro rata) indivisible share in the Common Areas, Amenities and Facilities of the Project, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **THIRD SCHEDULE** hereunder (hereinafter collectively referred to as the “**said Apartment**”) and more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.

1.18 “**Sanctioned Plans**” shall mean plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2020100134 dated 12th February, 2021 for construction of the proposed project on the Project Land and shall include all revisions made thereto.

1.19 “**Section**” means a Section of the Act.

1.20 **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.

1.21 **“Singular”** number shall include the **“Plural”** and vice versa.

2. **BACKGROUND:**

2.1 The Owners herein are the absolute and lawful owners and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 67 cottahs 11 chittacks and 30 sq. ft. more or less, situate lying and being premises No. 69/1, Prince Bakhtiyar Shah Road, P.S. Charu Market, P.O. Tollygunge Kolkata 700 033 more fully described in **Part A** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as **“the Project Land”**).

2.2 The particulars of title of the Owners and the Promoter to the Project Land are fully described in **Part - B** of the **FIRST SCHEDULE** hereto (hereinafter referred to as **“the Devolution of Title”**).

2.3 The Promoter with the intention and for the purpose of development of a housing project on the Project Land has constructed 44 duplex apartments in 2 (two) G+4 Wings together with various common areas, amenities and facilities on the Project Land. (**“Project”**).

2.4 The Promoter has caused a plan which was sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2020100134 dated 12th February, 2021, (**“Plan”**), for construction of the Project.

- 2.5 The Promoter is fully competent to enter into this Deed of Conveyance and all legal formalities with respect to the right, title and interest of the Promoter regarding the Project-Land having been completed.
- 2.6 The Promoter has named the Project "**The Levelz**" and has registered the Project under the provisions of the Act with West Bengal Real Estate (Regulation and Development) Act, 2016 by the Authority at [•] on [•] under Registration No. [•].
- 2.7 The Purchaser had applied for allotment of the said Apartment in the Project vide application No. [•] dated [•] and had been allotted the Apartment No. [•] ("**Apartment**") having carpet area of [•] square feet more or less, along with balcony having an area of [•] square feet more or less, along with open terrace having an area of [•] square feet more or less, built up area of [•] sq ft more or less on the [•] floor in the [•] Wing of the building to be developed on the Project Land along with [•] nos of medium size parking space (s) being Nos. [•] ("**Parking Space**") as permissible under applicable law Together With the pro rata share in the Common Areas, Amenities and Facilities of the Project, to be used with all other allottees of the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **THIRD SCHEDULE** hereunder (hereinafter collectively referred to as the "**said Apartment**") and morefully mentioned in **Part - I** of the **Second Schedule** hereto and the layout of the said Apartment is delineated in green colour on the plan annexed hereto and marked as Annexure "A".

- 2.8 The Purchaser is fully aware and after considering what has been disclosed to the Purchaser by the Promoter, the Purchaser has, after taking independent legal advice in respect thereof, agreed that his right to use and enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the owner(s) and occupants of the other apartments, with whom such Project Common Areas, Amenities and Facilities will be shared.
- 2.9 The Purchaser is also aware and has agreed that **the Promoter and the owner(s) and occupiers of the other apartments shall always be entitled** to the Project Land and all benefits arising therefrom.
- 2.10 By an Agreement for Sale dated [•], registered with [•], in Book No. [•], Volume No. [•], Pages [•] to [•], Being Deed No. [•], for the year [•], the **Promoter** agreed to sell and the Purchaser agreed to purchase the said Apartment for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations. (said Sale Agreement)
- 2.11 The Promoter has completed the construction of the said Project including the said Apartment and has obtained the Completion Certificate from the [•] being Completion Certificate No. [•] dated [•] and the Promoter has measured the final Carpet Area of the said Apartment and the same has been confirmed by the Purchaser.

2.12 The Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the said Apartment and pursuant thereto the Purchaser has taken such possession of the said Apartment to the Purchaser's full satisfaction.

2.13 Before taking possession of the said Apartment, the Purchaser has:

- (a) seen and examined the layout plan, specifications, amenities, facilities, fittings and fixtures provided in the said Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and has agreed not to make any claim or demand whatsoever against the Promoter concerning the same;
- (b) been fully satisfied about the title of the Owners to the Project Land, the documents relating to the title of the Project Land, the right of the Promoter, the Plan of the Project, the quality of the materials used in the said Apartment, the workmanship and measurement of the said Apartment, the carpet area whereof has been confirmed by the Purchaser and the Purchaser has agreed not to raise any requisition about the same;
- (c) read, understood and agreed to the terms, conditions, restrictions and obligations contained in the said Sale Agreement and these presents to be complied with and/or observed and performed by the Purchaser during his period of ownership of the said Apartment;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of payment for a total amount of Rs. [•]/- (Rupees [•] only) and more fully described in the Memo of Consideration hereunder written by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the said Apartment being hereby conveyed in favour of the Purchaser, the Owners and the Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchaser **ALL THAT** the said Apartment more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Owners and the Promoter into or upon the said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Purchaser during the period of his ownership of the said Apartment) **AND ALSO**

SUBJECT to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the said Apartment wholly and the Project and in particular the Project Common Areas, Amenities and Facilities proportionately.

I.THE OWNERS AND THE PROMOTER DO TH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser, the said Apartment in the manner aforesaid.
- ii) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners and/or the Promoter or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

II. THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER as follows:

1. The Purchaser shall have the exclusive rights over the said Apartment. The rights of the Purchaser is limited to ownership of the said Apartment along with a right to use (but not ownership of) the Project Common Areas, Amenities and Facilities. The Project Common Areas, Amenities and Facilities shall be used and/or enjoyed by all the owners/occupiers of the Project and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
2. The Purchaser agrees and binds himself that the Purchaser shall and will at all times hereafter abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the said Sale Agreement.
3. The Purchaser has examined and is satisfied with the layout plan, specifications, amenities, facilities, fittings and fixtures provided in the said Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and agrees not to make any claim whatsoever.
4. The Purchaser is also fully satisfied about the title of the Owners to the Project Land, the documents relating to the title of the Project Land, the right of the

Owners and the Promoter, the Plan of the Project, the quality of the materials used in the said Apartment, the workmanship and measurement of the said Apartment, the carpet area whereof has been confirmed to the Purchaser and the Purchaser agrees not to raise any requisition about the same.

5. The Purchaser further agrees that after taking over possession of said Apartment, the Promoter shall not be liable to rectify any defect occurring under the following circumstances and agrees not to raise any claims whatsoever in this regard:
 - i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles made by the Purchaser, the Promoter shall not be responsible for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - ii) If there are changes, modifications or alteration in electrical lines and wirings, the Promoter will not be responsible for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations done by the Purchaser;
 - iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not be responsible for door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - iv) If the Purchaser executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment

by making any changes in the said Apartment, then the Promoter shall not be responsible for any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes.

- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal and needs to be repaired from time to time.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the common areas and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

6. The Purchaser agrees that the responsibility of the Promoter under the defect liability clause as stated in the said Sale Agreement shall not cover defects, damage or malfunction resulting from (a) misuse, (b) modifications or repairs done by the

Purchaser or his/their nominees/agent, (c) cases of force majeure (d) failure to maintain the amenities and equipment (e) accident and (f) negligent use. Warranty for all consumables or equipment used such as generators, fittings and fixtures will be provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Purchaser expires before the defect liability period and such warranties are covered under the maintenance of the Project and if the annual maintenance contracts are not done/renewed by the purchasers, the Promoter shall not be responsible for any defects occurring due to the same. The Purchaser is aware and the Purchaser agrees that the regular wear and tear includes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Purchaser agrees that before any liability of defect is claimed by or on behalf of the Purchaser it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Project, who shall survey and assess the same and then submit a report to the Promoter stating the defects in material used in the structure of the Apartment and/or workmanship executed.

7. The Purchaser has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the said Apartment, installation, maintenance and user, generator and other utilities and facilities at the Project and fire safety under the West Bengal Fire Services Act, 1950 and Rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and

regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

9. On and from the Possession Date, the Purchaser binds himself to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the said Apartment, directly to the competent authority **Provided That** so long as the said Apartment is not separately assessed for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project.
 - ii) All other impositions, levies, cess, taxes and outgoings (including Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the said Apartment and proportionately in case the same relates to the Project, as the case may be.
 - iii) Electricity charges for electricity consumed in or relating to the said Apartment directly to the electricity supplying body or the Maintenance Agency, as the case may be.

- iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Project, as may be required at any time in future) as shall be assessed on the said Apartment and demanded from time to time by the Promoter or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Project.
10. All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Vendor or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days to the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Purchaser and the Purchaser shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.
11. The apportionment of the liability of the Purchaser in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser in respect of the said Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Purchaser be entitled to hold the Promoter or its

nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

12. The Purchaser shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the said Apartment from the Kolkata Municipal Corporation, and the Promoter shall sign necessary papers and declarations as may be required. In case the Purchaser fails to have such separation effected, then the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchaser.
13. The Purchaser shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the said Apartment and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the said Apartment and the Purchaser shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.
14. From the date of execution hereof and till the continuance of its ownership of the said Apartment, the Purchaser shall:

- i) Use the said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
 - ii) Use the Parking Space, if any, is expressly allotted to the Purchaser hereunder, only for the purpose of parking of his own motor vehicles and/or two-wheeler vehicles, as the case may be;
 - iii) Not use the roof of the buildings for hanging or drying of clothes, bathing and for personally installing or fixing antennas, dish antennas or other apparatus fixing antenna or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees of the Project;
 - iv) Use the Project Common Areas, Amenities and Facilities in common with the other allottees and the occupiers of the apartments in the Project and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.
15. The Purchaser shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees and occupants in the Project, as the case may be.

16. The Purchaser shall not make any additions or alterations to the said Apartments (including internal partition walls, etc.) and not carry out further constructions whether temporary or permanent in nature, nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the said Apartments or the Project and also not to decorate or paint or clad the exterior of the said Apartment otherwise than in the manner as be agreed to by the Promoter or the Association in writing.
17. The Purchaser shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the use and management of the Project and every part thereof and in particular the Project Common Areas, Amenities and Facilities.
18. The Purchaser further agrees and covenants with the Promoter that the Purchaser shall at all times hereafter allow and permit unhindered access and use of the common areas to the other allottees and occupiers of the apartments in the Project. The Promoter accordingly agrees and covenant with the Purchaser that the Purchaser shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities subject to the terms and conditions contained herein and rules and regulations referred to in clause 17 hereinabove. The Project Common Areas, Amenities and Facilities shall be conveyed and transferred to the Association in compliance of the Act or the Rules or Regulations or any other law from time to time, and the Purchaser agrees to cooperate with the Promoter without any demand or delay to have the Project Common Areas, Amenities and Facilities transferred to the Association by

attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the Association or do all such acts and deeds, as may be required by the Promoter.

19. The Purchaser shall have no objection for the Promoter
 - (a) to carry out construction activities on the uncompleted areas and common areas within the said Project;
 - (b) .
 - (b) the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Project Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.
20. The Purchaser shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
21. The Purchaser shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted areas and apartments is in any manner whatsoever, hindered, obstructed or impaired with.
22. The Purchaser shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional

basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.

23. The Purchaser shall not seek partition or division or separate possession in respect of the said Apartments under any circumstances.
24. The Purchaser shall not enclose the terrace/ balconies/utility areas under any circumstances.

III. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The properties benefits and rights hereby conveyed unto and in favour of the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser shall also not claim any division or partition. It is further agreed and clarified that any transfer of the said Apartment by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchaser shall too be bound to abide by the rules and regulations framed for the Project and become a member of the Association.
2. All the apartments and other constructed areas as well as the other open and covered spaces in the Project or the Project Land, as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Purchaser shall not claim any right or share therein.

3. After the allotment and transfer of all the apartments in the Project or earlier, as the case may be, the Association shall be formed and the Purchaser and the other allottees of the Project shall be the members thereof, each having voting rights therein in accordance with applicable laws. The Purchaser shall, along with the other allottees in the Project, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.
4. Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes **Subject However** to the Purchaser making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.
5. Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominees to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.
6. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then the Promoter and upon its formation and taking

charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

- (i) claim interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India **plus 2 % per annum** on all the outstanding amounts.
 - (ii) demand and directly realise the amounts becoming due and payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Apartment.
 - (iii) discontinue supply of water to the said Apartment.
 - (iv) disconnect electricity in the said Apartment.
 - (v) withhold and stop use of all other utilities and facilities to the Purchaser and his family members, guests, tenants or licensees.
 - vi) recover all costs including costs of litigation, lawyer fees and all other costs that may be incurred by the Promoter/Association to recover the amounts due from the Purchaser.
7. The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Purchaser to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchaser, in case the same is left in the letter box of the said Apartment.
8. The Project shall together at all times as a housing complex bear the name "**The Levelz**" or such other name as be decided by the Promoter from time to time and none else.

9. In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties from any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.
10. The Purchaser shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
11. The provisions of said Sale Agreement and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.
12. All other provisions, right and obligations, covenants and representations of the Purchaser, contained in the said Sale Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.
13. Any dispute arising in respect of this Deed shall only be referred to arbitration of a single Arbitrator to be appointed by the Promoter under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The

arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - A

(Description of the Project Land)

ALL THAT piece and parcel of land measuring about 67 cottahs 11 chittacks and 30 sq. ft. more or less, situate lying and being premises No. 69/1, Prince Bakhtyar Shah Road, P.S. – Charu Market, P.O. – Tollygunge, Kolkata 700 033 within Ward No. 89 of the Kolkata Municipal Corporation and butted and bounded as follows:

On the North : By Prince Bakhtiar Shah Road

On the South : By premises No. 26, Prince Bakhtiar Shah Road.

On the East : By premises No. 69K, 69T/17, 69T/18, Prince Bakhtiar Shah Road and a pond

On the West : By premises No. 69T/15, Prince Bakhtiar Shah Road, partly by premises No. 65A & 69T/8, Prince Bakhtiar Shah Road and by private common passage

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

PART - B

(Devolution of Title)

- a) Premises No. 30, Mission House Lane, Kolkata contained an area of 11 bighas 13 cottahs and 8 chittacks comprising of certain structures, outhouses and was butted and bounded by a boundary wall. Such premises No. 30, Mission House Lane, Kolkata was a part and portion of premises No. 11, Prince Anwar Shah Road, Kolkata and was thereafter known and numbered as premises No.21B, Mollahat Road and thereafter as premises No. 30, Mission House Lane, Kolkata.

- b) The said premises No. 30, Mission House Lane, Kolkata was absolutely owned by Jnanendra Nath Mitter.

- c) The said Jnanendra Nath Mitter is said to have died in the year 1914, after having made and published his last Will and Testament dated 31st May, 1914, in terms whereof, his widow, Nagendra Mohini Dasee and one of his sons, Birendra Nath Mitter as Executrix and Executor respectively of his Estate applied for grant of Probate of the said Will before the Hon'ble High Court at Calcutta, the other two Executors named therein being Nanda Bhusan Bose and Pashupati Nath Dey not having joined in such application and Probate was granted on or about 3rd March, 1916 to the said Nagendra Mohini Dasee and Birendra Nath Mitter.

- d) By a Deed of Lease dated 11th September, 1924 made between Nagendra Mohini Dasee and Birendra Nath Mitter, therein referred to as the Lessors of the One Part and Tricam Das Cooverjee Bhoja therein referred to as the Lessee of the Other Part and registered with the Sadar Sub Registry at Alipore in Book No. I, Volume No.109, Pages 29 to 43, Being No.4444 for the year 1924, the Lessors as grantees of the Probate of the said Will of Jnanendra Nath Mitter, as said to have been empowered by the said Will for the purpose of paying off a mortgage on the said whole property and for defraying the costs of repairs of other properties of the Estate of the said Jnanendra Nath Mitter, in consideration of the premium therein reserved, therein granted a perpetual lease, is said to have conveyed, assured, demised and leased unto the Lessee therein All That the whole property to have and to hold the same forever permanently and absolutely on payment of a uniform monthly rent therein reserved and on the terms and conditions therein contained. .
- e) The said Tricam Das Cooverjee Bhoja, on or about 5th January,1928, is said to have purchased an adjoining plot, known and numbered as premises No.32/2, Mission House Lane, Kolkata and containing an area of 4 cottahs 1 chittacks and 32 sq. ft. more or less.
- f) Pursuant to an application of the said Tricam Das Cooverjee Bhoja to the then Calcutta Corporation for amalgamation of the whole property with

premises No. 32/2, Mission House Lane, Kolkata, such amalgamation is said to have carried out in the records of the Corporation and the said two amalgamated properties is said to have come to be known and numbered as premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 11 bighas 17 cottahs 9 chittacks and 32 sq. ft. more or less, hereinafter referred to as the said **“amalgamated property”**.

- g) Two of the heirs in intestacy of the said Jnanendra Nath Mitter namely, Krishna Sankatharini Mitra and her son, Aditya Nath Mitra, in the branch of Hirendra Nath Mitra, deceased son of Jnanendra Nath Mitter are said to have a suit in the Hon'ble High Court at Calcutta being Suit No. 27 of 1929 inter alia for construction of the Will of the said Jnanendra Nath Mitter and declaration of the rights of the parties thereunder. The Returns of the Commissioner of Partition appointed therein dated 5th May, 1937 were said to have been confirmed by the Hon'ble High Court at Calcutta by an order dated 2nd August, 1937 in terms whereof, the whole property (then renumbered as No. 43, Prince Baktiar Shah Road) was allotted to the said Krishna Sankatharini Mitra and Aditya Nath Mitra, absolutely and forever.
- h) Consequent upon being allotted the whole property, the said Krishna Sankatharini Mitra and Aditya Nath Mitra are said to have accepted the leasehold interest created by the Deed of Lease aforesaid, started realising and continued to realise lease rent from the lessee of the said whole property, Tricam Das Cooverjee Bhoja till the year 1941.

- i) The said Krishna Sankatharini Mitra who was during her life and at the time of her death, a Hindu governed by the Dayabhaga School of Hindu Law, is said to have died intestate on or about 12th April, 1941 leaving behind her and surviving, her only son Aditya Nath Mitra as her sole heir and legal representative, who inherited all her assets and properties including her undivided share or interest in the said whole property, consequent whereupon, the said Aditya Nath Mitra became the sole and absolute owner of the said whole property, by then a part of the said amalgamated property.

- j) The said Tricam Das Cooverjee Bhoja who was during his life and at the time of his death, a Hindu governed by the Bombay School of Hindu Law, is said to have died intestate on or about 7th August, 1943 leaving behind him and surviving, his widow Coover Bai and his only daughter, Jai Luxmi Hansraj as his only heiresses and legal representatives, who are said to have inherited all his assets and properties including the said amalgamated property, in equal shares, absolutely and forever.

- k) The said Coover Bai, who was during her life and at the time of her death, a Hindu governed by the Bombay School of Hindu Law, said to have died intestate on or about on 15th June, 1949, whereupon her daughter, the said Jai Luxmi Hansraj inherited all her assets and properties including the said amalgamated property, absolutely and forever.

- l) The said Jai Luxmi Hansraj who was during her life and at the time of her death, a Hindu governed by the Bombay School of Hindu Law, said to have

died intestate on or about 27th January, 1964, leaving behind her and surviving, her husband, Hansraj Haridas, two sons, Krishna Kumar Hansraj and Ravindra Kumar Hansraj and one daughter, Pushpa Vijay Sinh Bhatia as her only heirs, heiress and legal representatives, who inherited all her assets and properties including the said amalgamated property, absolutely and forever.

- m) By a Deed of Conveyance dated 6th January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Hansraj Haridas, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 35 to 46, Being No.7598 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein All That an undivided 1/4th share in All That his reversionary right title and interest in the whole property absolutely and forever.
- n) By another Deed of Conveyance dated 6th January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Pushpa Vijay Sinh Bhatia, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 47 to 59, Being No. 7599 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the Purchaser therein All That an

undivided 1/4th share in All That his reversionary right title and interest in the whole property absolutely and forever.

- o) By a third Deed of Conveyance dated 6th January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Ravindra Kumar Hansraj, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 283 to 294, Being No. 7600 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the Purchaser therein All That an undivided 1/4th share in All That his reversionary right title and interest in the whole property absolutely and forever.
- p) By a fourth Deed of Conveyance dated 6th January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Krishna Kumar Haridas, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 296 to 308, Being No.7601 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the Purchaser therein All That an undivided 1/4th share in All That his reversionary right title and interest in the whole property absolutely and forever.
- q) In the circumstances, upon merger of their leasehold interest with the reversionary interest of the lessor of the said whole property, the said

Hansraj Haridas, Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh Bhatia are said to have become the absolute freehold owners of the entirety of the said amalgamated property being premises No.69, Prince Baktiar Shah Road (comprised of erstwhile premises No.30 and No.32/2, Mission House Lane), Kolkata in fee simple in possession or an estate equivalent thereto.

- r) By a Deed of Conveyance dated 11th October, 1985, made between Hansraj Haridas, Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh Bhatia, therein referred to as the Vendors of the One Part and Suman Kirit Shah, Saroj Ashvin Shah and Tarana Jitendra Shah therein referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar, Alipore, in Book No. I, Volume No. 151, Pages 88 to 103, Being No. 8929 for the year 1985, the Vendors at and for the consideration therein mentioned, are said to have sold, conveyed and transferred to the Purchasers therein All That a part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less with proportionate undivided right and share in a common passage abutting thereto, fully described in the Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, in equal shares, absolutely and forever.
- s) The said Suman Kirit Shah, Saroj Ashvin Shah and Tarana Jitendra Shah thereafter are said to have mutated their names as the owners of the part or portion of premises No.69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less

purchased by them as aforesaid, in the records of Kolkata Municipal Corporation, which thereafter came to be known and numbered as premises No. 69T/15, Prince Baktiar Shah Road, Kolkata.

- t) The said Hansraj Haridas who was during his life and at the time of his death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 15th December, 1986 leaving behind him and surviving his two sons, namely the said Krishna Kumar Hansraj and Ravindra Kumar Hansraj and a daughter, namely the said Pushpa Vijay Sinh Bhatia as his only heirs, heiress and legal representatives, all of whom inherited all his assets and properties including the undivided right, title and interest of the said Hansraj Haridas in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above in equal 1/3rd shares each.
- u) The said Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh Bhatia thereafter are said to have mutated their names in the records of the Kolkata Municipal Corporation as the owners of the said amalgamated property, remaining after sale of a part or portion referred to in recital (R) above part recited, each being entitled to an undivided 1/3rd share therein.
- v) The said Ravindra Kumar Hansraj who was during his life and at the time of his death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 9th September, 1994 leaving behind him and surviving his wife, Rohini Ravindra Hansraj and one son namely, Dhruv Ravindra Hansraj as his only heiress, heir and legal representatives, both

of whom inherited all his assets and properties including the undivided 1/3rd share of the said Ravindra Kumar Hansraj in the said amalgamated property, remaining after sale of a part or portion referred to in sub-paragraph (r) above in equal shares and thus became the owners of an undivided 1/6th share or interest each in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above.

w) The said Pushpa Vijay Sinh Bhatia who was during her life and at the time of her death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 16th May, 1996 leaving behind her and surviving her husband, Vijay Sinh Bhatia as her sole heir and legal representative, who inherited all her assets and properties including the undivided 1/3rd share of the said Pushpa Vijay Sinh Bhatia in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above and became the owner of an undivided 1/3rd share or interest in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above.

x) In the circumstances, the ownership of the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above being No.69, Prince Baktiar Shah Road, Kolkata, is said to have devolved upon the following persons in the following undivided shares :

- a) Krishna Kumar Hansraj : 1/3rd share
- b) Dhruv Ravindra Hansraj : 1/6th share
- c) Rohini Ravindra Hansraj : 1/6th share

d) Vijay Sinh Bhatia : 1/3rd share

y) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Kirit Vrajlal Shah and Suman Kirit Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 98, Pages 199 to 227, Being No. 1453 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No.69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

z) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Ashvin Vrajlal Shah and Saroj Vrajlal Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 99, Pages 154 to 182, Being No. 1465 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No. 69, Prince Baktiar

Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- aa) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Ami Mehta and Minal Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 100, Pages 20 to 48, Being No. 1470 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.
- bb) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Jitendra Vrajlal Shah and Tarana Jitendra Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 100, Pages 272 to 300, Being No. 1480 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and

transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- cc) By a Deed of Conveyance dated 5th May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Dhirajben Vrajlal Shah and Vivek Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 97, Pages 46 to 74, Being No. 1432 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5th share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.
- dd) In the circumstances, by virtue of the sales aforesaid, the following purchasers are said to have become the owners of and/or well sufficiently entitled to All That part or portion of the said amalgamated property containing an area of 48 cottahs more or less each having the following shares or interest therein :-

| Sl. | Name | Share |
|-----|---|--------------------------|
| 1. | Dhirajben Vrajlal Shah | 1/10 th share |
| 2. | Suman Kirit Shah | 1/10 th share |
| 3. | Kirit Vrajlal Shah | 1/10 th share |
| 4. | Vivek Shah | 1/10 th share |
| 5. | Ashvin Vrajlal Shah | 1/10 th share |
| 6. | Saroj Ashvin Shah alias Saroj Vrajlal Shah | 1/10 th share |
| 7. | Ami Mehta nee Shah | 1/10 th share |
| 8. | Minal Chopra nee Shah | 1/10 th share |
| 9. | Jitendra Vrajlal Shah | 1/10 th share |
| 10. | Tarana Jitendra Shah | 1/10 th share |

- ee) The said Suman Kirit Shah who was during her life and at the time of her death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate in or around 2004, leaving behind her husband, Kirit Vrajlal Shah and one son, Vivek Shah as her heirs and legal representatives, who inherited all her assets and properties including her undivided 1/10th share and interest in a part or portion of the premises No. 69, Prince

Baktiar Shah Road, Kolkata containing an area of 48 cottahs more or less, absolutely and forever.

- ff) In the circumstances, the said part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs more or less came to be owned by the following persons each having the following undivided shares or interest therein :

| Sl. | Name | Share |
|-----|---|--------------------------|
| 1. | Dhirajben Vrajlal Shah | 1/10 th share |
| 2. | Kirit Vrajlal Shah | 3/20 th share |
| 3. | Vivek Shah | 3/20 th share |
| 4. | Ashvin Vrajlal Shah | 1/10 th share |
| 5. | Saroj Vrajlal Shah alias Saroj Ashvin Shah | 1/10 th share |
| 6. | Ami Mehta nee Shah | 1/10 th share |
| 7. | Minal Chopra nee Shah | 1/10 th share |
| 8. | Jitendra Vrajlal Shah | 1/10 th share |
| 9. | Tarana Jitendra Shah | 1/10 th share |

- gg) Various other parts or portions of No. 69, Prince Baktiar Shah Road, Kolkata including a part or portion containing an area of 19 cottahs 11 chittaks 30 sq. ft. more or less is said to have continued to be owned by Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, each having the following undivided shares or interest therein :

| Sl. | Name | Share |
|-----|-------------------------|-------------------------|
| 1. | Krishna Kumar Hansraj | 1/3 rd share |
| 2. | Dhruv Ravindra Hansraj | 1/6 th share |
| 3. | Rohini Ravindra Hansraj | 1/6 th share |
| 4. | Vijay Sinh Bhatia | 1/3 rd share |

- hh) By a Deed of Conveyance dated 26th December, 2007, made between the aforesaid Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Vendors of One Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P)

Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Promoters Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoter (P) Limited, therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, CD Volume No. 66, Pages 3376 to 3400, Being No. 6127 for the year 2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part and portion of premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- ii) By a Deed of Conveyance also dated 26th December, 2007, made between the aforesaid Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of the First Part, and Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Confirming Parties of the Second Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Promoters Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoter (P) Limited, therein referred to as the Purchasers of the

Third Part and registered with the Additional Registrar of Assurances - I, Kolkata, in Book No. I, CD Volume No. 66, Pages 3460 to 3496, Being No.6136 for the year 2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- jj) By a Deed of Conveyance also dated 26th December, 2007, made between the aforesaid Kirit Vrajlal Shah, Saroj Ashvin Shah, Vivek Shah and Tarana Jitendra Shah, therein referred to as the Vendors of the One Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Promoters Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoter (P) Limited, therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances - I, Kolkata, in Book No. I, CD Volume No. 66, Pages 3438 to 3459, Being No.5890 for the year 2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part and portion of premises No. 69T/15, Prince Baktiar Shah Road, Kolkata, containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or

less, fully described in the Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered green, absolutely and forever.

- kk) By a Deed of Conveyance also dated 26th December, 2007, made between the aforesaid Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of the First Part, Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Confirming Parties of the Second Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Promoters Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoter (P) Limited, therein referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. 1, Volume No. 66, Pages 3401 to 3437, Being No. 5892 for the year 2008, the Vendors at and for the consideration therein mentioned, sold, conveyed and transferred unto and to the Purchasers therein All That a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever, together with

undivided proportionate right in respect of and over a common passage admeasuring 3 cottahs more or less.

- ll) The aforesaid 12 companies thus became the owners of various parts or portions of premises Nos.69 and the entirety of 69T/15, Prince Baktiar Shah Road, Kolkata as mentioned below, each having an undivided 1/12th share or interest therein as mentioned below :

| Sl. No. | Part or portion |
|---------|---|
| 1. | Part of premises No. 69 containing an area of 48 cottahs more or less. |
| 2. | Part of premises No. 69 containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less. |
| 3. | Part of premises No. 69 containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less. |
| 4. | Premises No. 69T/15 containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or less. |

- mm) By a fresh Certificate of Incorporation Consequent Upon Change of Name dated 14th July, 2010, issued by the Registrar of Companies, West Bengal, the name of NPR Promoters Limited was said to have changed to NPR Promoters Private Limited.
- nn) By a Deed of Conveyance dated 30th March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to

as the Vendors of the One Part and Fidele Promoters (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages 11601 to 11618, Being No. 03171 for the year 2013, the Vendors therein for the consideration therein mentioned is said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12th share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written, absolutely and forever.

oo) By a Deed of Conveyance dated 30th March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Promoters (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages from 11583 to 11600, Being No. 03170 for the year 2013, the Vendors therein for the consideration therein mentioned is said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12th share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 19 cottahs 11 chittaks and 30 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

pp) By a Deed of Conveyance dated 30th March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Promoters (P) Limited, therein

referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages from 11619 to 11636, Being No.03173 for the year 2013, the Vendors therein for the consideration therein mentioned sold transferred and conveyed to the Purchaser therein All That their undivided 1/12th share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 9 chittaks and 20 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

qq) By a Deed of Conveyance dated 30th March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Promoters (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No. 6, Pages 11302 to 11319, Being No. 03172 for the year 2013, the Vendors therein for the consideration therein mentioned are said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12th share or interest each in the part or portion of the premises No. 69T/15, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

rr) In the circumstances, the following companies, are said to have become the owners of All That the various parts and/ or portions of premises No. 69 and the entirety of premises No. 69T/15, Prince Baktiar Shah Road,

Kolkata as mentioned below, each having the undivided shares or interests therein as mentioned below: -

| Sl. No. | Part or portion |
|---------|---|
| 1. | Part of premises No. 69 containing an area of 48 cottahs more or less. |
| 2. | Part of premises No. 69 containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less. |
| 3. | Premises No. 69T/15 containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or less. |
| 4. | Part of premises No. 69 containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less. |

| Sl. No. | Name | Share |
|---------|---|--------------------------|
| 1. | Ellenbarrie Plantation (P) Limited | 1/12 th share |
| 2. | Shree Varsa Investors & Traders (P) Limited | 1/12 th share |
| 3. | Maple Barter (P) Limited | 1/12 th share |
| 4. | Adya Niket (P) Limited | 1/12 th share |
| 5. | Adya Apartments (P) Limited | 1/12 th share |
| 6. | Adya Realtors (P) Limited | 1/12 th share |

| | | |
|-----|---|--------------------------|
| 7 | Magnum Credit & Consultants (P) Limited | 1/12 th share |
| 8 | NPR Promoters (P) Limited | 1/12 th share |
| 9. | Jaishree Towers (P) Limited | 1/12 th share |
| 10. | Rajveer Promoter (P) Limited | 1/12 th share |
| 11. | Fidele Promoters (P) Ltd | 1/6 th share |

ss) Subsequent on becoming owners as aforesaid, the aforesaid companies mentioned in sub-paragraph (rr) above, are said to have applied for separation of two parts or portions of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs and 19 cottahs 11 chittacks and 30 sq. ft. more or less respectively and amalgamation of such separate plots and consequent upon such application, the said two parts or portions of premises No. 69, Prince Baktiar Shah Road, Kolkata are said to have been separated from premises No. 69 and amalgamated and renumbered as premises No.69/1, Prince Baktiar Shah Road, Kolkata containing an area of 67 cottahs 11 chittacks and 30 sq. ft. and mutated in the names of the said 11 companies.

tt) By a Deed of Conveyance dated 06th May, 2016 made between Ellenbarrie Plantation Private Limited, Shree Varsa Investors & Traders Private Limited, Magnum Credit and Consultants Private Limited, Fidele Promoters Private Limited and NPR Promoters Private Limited therein referred to as the Vendors of the One Part and the Owners herein, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Alipore, in Book No. I, CD Volume No. 1605-2016, Pages 86351 to 86431, Being

No. 160503179 for the year 2016, the Vendors therein for the consideration therein mentioned are said to have sold transferred and conveyed to the Purchaser therein All That their undivided 50% share or interest in the part or portion of the premises No. 69/1, Prince Baktiar Shah Road, Kolkata containing an area of 67 cottahs 11 chhitacks and 30 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

uu) By a Deed of Conveyance dated 24th May, 2016 made between Adya Apartments Private Limited, Adya Niket Private Limited, Adya Realtors Private Limited, Maple Barter Private Limited, Jaishree Towers Private Limited and Rajveer Promoters Private Limited therein referred to as the Vendors of the One Part and the Owners herein, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Alipore, in Book No. I, CD Volume No. 1605-2016, Pages 97114 to 97191, Being No. 160503574 for the year 2016, the Vendors therein for the consideration therein mentioned are said to have sold transferred and conveyed to the Purchasers therein All That their undivided 50% share or interest in the part or portion of the premises No. 69/1, Prince Baktiar Shah Road, Kolkata containing an area of 67 cottahs 11 chhitacks and 30 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

vv) By virtue of the aforesaid Deeds of Conveyances the Owners herein became the absolute owners of the land containing an area of 67 cottahs 11 chhitacks and 30 sq. ft. more or less lying situate and being Premises No. 69/1, Prince Baktiar Shah Road, Kolkata- 700033.

- ww) The Owners herein thereafter are said to have mutated their names in the records of the Kolkata Municipal Corporation as the Owners of the said property being Premises No. 69/1, Prince Baktiar Shah Road, Kolkata 700 033..
- xx) In such circumstances, the Owners herein became the absolute owners of the Project Land .
- yy) By virtue of a Joint Development Agreement dated 19th December, 2020 made between the Owners herein , therein referred to as the Owners of the One Part and the Promoter herein, therein referred to as the Promoter of the Other Part and registered with the office of Additional Registrar of Assurances - I, Kolkata, in Book No. I, Vol No. 1901-2020, Pages 252721 to 252793 being Deed No. 190105096 for the year 2020, the Owners therein at and for the consideration therein mentioned appointed the Promoter herein for development of a real estate project on the Project Land.
- zz) Subsequent thereto by a Power of Attorney dated 19th December, 2020 and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, Volume No. 1901-2020, Pages 252686 to 252720, Being No. 190105100 for the year 2020, the Owners have appointed the Promoter as their Constituted Attorney and have authorized the Promoter to act in their place and stead and to represent them in all matters and purposes concerning the said Project.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Said Apartment)

ALL THAT the Apartment No. [•] (**“Apartment”**) having carpet area of [•] square feet more or less, along with balcony having an area of [•] square feet more or less, along with open terrace having an area of [•] square feet more or less, built up area of [•] sq ft more or less on the [•] floor in the [•] Wing of the building to be developed on the Project Land along with [•] nos of medium size parking space (s) being Nos. [•] (**“Parking Space”**) Together With the pro rata share / undivided proportionate title in the Common Areas, Amenities and Facilities , , to be used with all allottees of the Project (**Project Common Areas, Amenities and Facilities**) in the Project named **“The Levelz”** at premises No. 69/1, Prince Baktiar Shah Road, Kolkata 700 033.

The layout of the Apartment and the Parking Space are delineated on the Plan B and C annexed hereto and bordered in colour red and green respectively thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(PROJECT COMMON AREAS AND AMENITIES)

COMMON AREAS

1. The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobbies, 1 fire escapes and common entrances and exits of the building/s;
2. The roof terraces, parks, play areas, etc.;
3. Installations of central services such as electricity, water and sanitation, air-conditioning, and water conservation;
4. The sumps, motors, fans, ducts and all apparatus connected with installations for common use;

5. All common facilities as provided in the said project at the said premises No. 69/1, Prince Baktiar Shah Road, P.S. - Charu Market, P. O. - Tollygunge, KMC Ward No.89, Kolkata – 700 033.
6. All facilities and amenities as may be provided by the in the Recreation Centre including the gymnasium, banquet hall, card room, indoor games, etc. ;
7. Underground water reservoirs;
8. Landscaped areas;
9. Transformers and CESC Utility Areas;
10. Fire fighting system if any;
11. Facility Managers' Office, Association Room, Store Rooms, common toilets – all on the Ground Floor;
12. Driveways and pathways (except areas earmarked by the Promoter as car parking spaces).
13. The common areas and facilities shall remain undivided, and no apartment owner or other person shall bring any action for partition or division of any part thereof,
14. Each apartment owner may use the common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners.
15. .

A) Indoor Amenities

- Community Hall
- Gymnasium
- Card Room

-
- Games Room
- Central Atrium
- Multi Activity Room
 - i) Lounge
 - ii) AV Room
- iii) Library

B) Outdoor Amenities

- Barbeque Area
- Adda Zone
- Zen Area with Meditation Zone
- Kids' Play Area
- Party Lawn
- Roof Top Landscaping
- Outdoor Gymnasium
- Jogging Track

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
2. **INSURANCE:** Insurance premium for insuring the building (s) against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

3. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
4. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
5. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes including but not limited to the following: .
 - i. Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the premises and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn out or damaged parts thereof.
 - ii. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the premises and the external surface of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the Premises as usually are or ought to be.
 - iii. Keeping the gardens and grounds of the premises generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
 - iv. Keeping the private road in good repair and clean and tidy and cleaning the private road as necessary.
 - v. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the premises.
 - vi. Paying such workers as may be necessary in connection with the upkeep of the complex.
 - vii. Insuring any risks.
 - viii. Cleaning as necessary the external walls and windows (not forming part of any apartment) in the premises as may be necessary and keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
 - ix. Cleaning as necessary of the areas forming parts of the complex.

- x. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
- xi. Providing and arranging for the emptying the receptacles for rubbish.
- xii. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether Central State or Local) assessed charged or imposed upon or payable in respect of the buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the apartment of any individual owner of any apartment.
- xiii. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the apartment of any individual owner of any apartment.
- xiv. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of the occupants of the apartments.
- xv. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- xvi. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any apartment.
- xvii. Employing the necessary managerial personnel on the terms as shall be decided by the Promoter and administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- xviii. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
- xix. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association of all the owners of the

apartments and shall only be applied in accordance with the decision of the Association.

- xx. The charges/fees of any professional company/agency appointed to carry out maintenance and supervision of the complex.
- xxi. Any other expenses for common purpose.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Restrictions imposed on the Purchaser).

1. The Purchaser agrees undertakes and covenants to:
 - a) permit the Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Apartment for the Common Purposes of the Project;
 - b) deposit the amounts for various purposes as may be required by the Promoter / Maintenance Agency or the Association;
 - c) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams, slabs and columns passing through the said Apartment or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
 - d) sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Apartment from the service provider in the name of the Purchaser and until the same is obtained, the Promoter may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at his cost upon installation of electricity sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
 - e) Bear and pay the Common Expenses and other outgoings in respect of the said Project proportionately, and the said Apartment wholly.

- f) Pay for gas, (if any) generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Apartment;
- g) allow the other allottees the right of easements and/or quasi-easements;
- h) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- i) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
- j) not to use the said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;
- k) not to do or suffer any thing to be done in or about for the said Apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- l) not to demolish or cause to be demolished the Said Apartment or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- m) not to make in the said Apartment any structural alterations of a permanent nature except with the prior approval in writing of the Promoter and the municipal corporation and all other concerned or statutory authorities;
- n) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Apartment;
- o) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the said Apartment;
- p) not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However that nothing contained herein shall prevent the Allottee from putting a decent nameplate on the outer face of the main door of the said Apartment;

- q) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof;
- r) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the said Apartment, save at places specified / fixed and in a manner as indicated by the Promoter;
- s) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of the said Apartment or any part of the said Project or may cause any increase in the premium payable in respect thereof;
- t) not to decorate the exterior of the said Apartment otherwise than in the manner agreed by the Promoter/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- u) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the common passages or in any other common areas or installations;
- v) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other row bungalows;
- w) not to partition the said Apartment by metes and bounds;
- x) not to shift or obstruct any windows or lights in the said Apartment;
- y) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- z) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchaser,(Said Parking Space) if any, mentioned in the **SECOND SCHEDULE** hereto; and
- aa) not to let out or part with possession of the said Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the

said Apartment and to use the same only for the purpose of parking of a such motor cars or two-wheelers, as the case may be.

- bb) not to park any car or two-wheeler in the Project Land if the Purchaser has not acquired any Parking Space therein, and to park only one car or two-wheeler in one Parking Space and not more than one, even if there be space for more than one in the Parking Space.
- cc) That the Allottee shall not keep in the Parking Space (s), if any, anything other than cars or use the said Parking Space (s) for any purpose other than parking of cars or raise any temporary or permanent construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein. In the event the Allottee is provided with dependent parking space (where ingress and egress is dependent with the adjacent parking space) then the Allottee shall not disturb/block the ingress and egress of cars of the other allottees and shall ensure and co ordinate amongst themselves to ensure smooth ingress and egress of all cars from such dependent car parking spaces and the Promoter shall not be responsible for ensuring smooth ingress and egress and/or any disputes in connection therewith;

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

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

As the Constituted Attorney of the Owners

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

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

RECEIPT

RECEIVED on the day month and year first above
written of and from the withinnamed Purchaser the
withinmentioned sum of Rs. /- paid as and
by way of full consideration in terms of these
presents as per Memo below.

Rs. /-

(Rupees only)

MEMO OF CONSIDERATION:

RECEIVED as follows :

(Rupees only)

WITNESSES:

DATED THIS DAY OF, 2021

BETWEEN

... OWNERS

AND

... PROMOTER

AND

.....

... PURCHASER

DEED OF CONVEYANCE

**FOX & MANDAL,
Solicitors & Advocates,
206, AJC Bose Road,
Kolkata.**