

## **CONVEYANCE**

**THIS DEED OF CONVEYANCE** executed on this \_\_\_\_\_day of \_\_\_\_\_202\_

### **BY AND BETWEEN**

**SWASTIK PROJECTS PRIVATE LIMITED** (having PAN: \_\_\_\_\_ and CIN: \_\_\_\_\_), a company within the meaning of the Companies Act, 2013, having its registered office at 12, Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071 represented by its director Shri Kiran Chand Lunawat, son of late P.C. Lunawat (having PAN: ABBPL2378Q, Aadhar No. 3963 6509 1229, DIN: 00932845 and Mobile No. 98307 34191) residing at 12,

Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071 (hereinafter referred to as the **“Vendor/Promoter”**, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successor or successors-in-interest and/or assigns of the **ONE PART AND (1) SHRI** \_\_\_\_\_ (having PAN: \_\_\_\_\_, Aadhar No. \_\_\_\_\_ and Mobile No. \_\_\_\_\_) son of \_\_\_\_\_ by Nationality Indian, by Occupation \_\_\_\_\_, **(2) SMT.** \_\_\_\_\_ (having Pan: \_\_\_\_\_, Aadhar No. \_\_\_\_\_ and Mobile No. \_\_\_\_\_) wife of Shri \_\_\_\_\_ by Nationality Indian, by Occupation \_\_\_\_\_, both are residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata- \_\_\_\_\_ (hereinafter collectively referred to as the **“PURCHASERS”** ) of the **OTHER PART;**

### SECTION-I

- I. Definitions:** In this Agreement, the following terms shall have the meanings assigned to them hereinbelow, unless the context otherwise requires thereunder:
- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 as amended from time to time;
  - (b) **“Said Apartment”** shall mean the Flat, Exclusive Balcony/Verandah, Open Terrace/Sky Terrace, Servant Quarter, if any and Covered/Open Car Parking Space for parking of \_\_\_\_\_ cars all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;
  - (c) **“Purchaser”** shall mean one or more Purchasers named hereinabove and include:
    - i. In case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or assigns;
    - ii. In case of a Hindu Undivided Family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or assigns;
    - iii. In the case of partnership firm, its partners for the time being, their respective heirs, executors, administrators, legal

representatives or successors as the case may be and/or assigns;

- iv. In case of a company, its successor or successors-in-interest and/or assigns;
  - v. In cases not falling within any of the above categories, the constituent of the Purchaser as its nature and character permits and its/their respective successors and/or assigns.
- (d) **“Apartment Acquirers”** shall mean persons who acquire apartments in the Project, i.e., Purchaser;
  - (e) **“Applicable Interest Rates”** shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
  - (f) **“Association”** shall mean an association or society or like body of the Apartment Acquirers to be formed by the Apartment Acquirers and/or the Promoter as per the Act and the Rules;
  - (g) **“Building”** shall mean the building constructed by the Promoter at the said Premises to contain basement, ground floor and twenty-three upper floors for the time being as sanctioned by the Kolkata Municipal Corporation and erected by the Promoter thereat and wherever the context so permits or intends shall also include the car parking space in the Premises and the Building thereat;
  - (h) **“Building Plan”** shall mean the plan sanctioned by the Kolkata Municipal Corporation for construction of basement, ground plus twenty-three storied building comprising three towers at the said Premises vide Building Permit No. 21030076 dated 29.11.2021 issued by the Kolkata Municipal Corporation and the revised building plan submitted under Rules 26 (2) (a) of the K.M.C. Building Rules, 2009 on 13.12.2022 to the Kolkata Municipal Corporation and shall include any other revised building plan or plans as may be necessary and/or required from time to time as per the recommendation of the Architect subject to the compliance of the Act and the Rules;
  - (i) **“Car Parking Spaces”** shall mean covered areas at the basement, ground floor, first floor and the open areas at the ground level of the Premises and shall include multi-level car parking spaces in the open areas of the ground floor and all types of car parking areas sanctioned by the Kolkata Municipal Corporation;

- (j) **“Carpet Area”** shall mean the net usable floor area of the Flat and the Servant Room, if any, including the area covered by the internal partition walls of the Flat but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace/sky terrace area;
- (k) **“Common Areas”** shall mean collectively the areas, facilities and amenities as specified in the **Third Schedule** hereunder written for common use and enjoyment of the Apartment Acquirers and other occupiers, if any, of the Apartments;
- (l) **“Common Expenses”** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fourth Schedule** hereunder written and proportionate share thereof to be borne, paid and contributed by the Purchaser;
- (m) **“Common House Rules”** shall mean the rules and regulations specified in the **Seventh Schedule** hereunder written to be observed by the Apartment Acquirers and other occupiers, if any, of the Apartments for the common, peaceful, effective and harmonious use and enjoyment of the Project;
- (n) **“Common Purpose”** shall mean and include (a) maintenance and administration of the Project and in particular the Common Areas, (b) rendition of common services in common to the Apartment Acquirers and other occupiers, if any, of the Apartments, (c) collection and disbursement of common expenses and (d) dealing with matters of common interest of the Apartment Acquirers and other occupiers, if any, of the Apartments and their mutual rights and obligations;
- (o) **“Maintenance In-charge”** shall until formation of the Association mean the Promoter and/or its appointed one or more agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation shall mean the Association;
- (p) **“Net Carpet Area”** shall mean the aggregate of the carpet area of the Flat, the Exclusive Balcony/Verandah, 50% of the area of Open Terrace/Sky Terrace attached to the Flat and Servant Quarter, if any.
- (q) **“Premises”** shall mean the Premises No. 46A/1, Biplabi Barin Ghosh Sarani, Police Station-Manicktala, Post Office-Ultadanga, Kolkata-700067 morefully described in the **First Schedule hereunder written;**

- (r) **“Project”** shall mean the said Premises with the Buildings thereon and includes the Common Areas thereof;
- (s) **“Rules”** means the Rules made under the West Bengal Real Estate (Regulation and Development) Rules, 2021 as amended from time to time;

**II. Interpretation:**

- 1.1.1. Reference to a person includes reference to a corporation, firm, association or other entity and vice versa;
- 1.1.2. Words in singular shall include the plural and vice versa;
- 1.1.3. Reference to a gender includes a reference to all other genders;
- 1.1.4. The headings used herein are inserted only as a matter of convenience and for the sake of reference and shall not affect the construction or interpretation of this Agreement.

**SECTION-II**

**WHEREAS:**

- A. The Vendor hereto is the absolute Owner of the Premises No. 46A/1, Biplabi Barin Ghosh Sarani (formerly known as Muraripukur Road), Police Station-Manicktala, Post Office-Ultadanga, Kolkata-700067 containing the land area of 7 Bighas 1 Cottah 10 Chhitacks and 20 Square Feet morefully described in the **First Schedule** hereunder written. The facts about the devolution of title to the said Premises in favour of the Vendor is fully described in the **Sixth Schedule** written hereunder.
- B. The Plan for construction of the basement, ground floor plus twenty-three upper floors has been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 21030076 dated 29.11.2021. A revised Building Plan has been submitted under Rule 26 (2) (a) of the K.M.C. Building Rules, 2009 on 13.12.2022 to the Kolkata Municipal Corporation. The said revised Building Plan has been incorporated in the Completion Building Plans pursuant to the Rule 26 (2) (a).
- C. The said Premises has been earmarked for the purpose of constructing a basement, ground floor plus twenty-three upper building comprising three

towers for residential purpose and the said Project has been named **LA MIRADA**".

- D. The Kolkata Municipal Corporation has granted the commencement certificate to the Vendor/Promoter to develop the said Premises in accordance with the Building Permit No. 21030076 dated 29.11.2021.
- E. The Vendor/Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on \_\_\_\_\_ vide Registration No. \_\_\_\_\_.
- F. The Purchasers being desirous of purchasing and acquiring **ALL THAT** the said Flat No. \_\_\_\_ in the \_\_\_\_\_Floor of Tower \_\_\_\_ having the net carpet area of \_\_\_\_\_square feet, built up area of \_\_\_\_\_square feet and super built-up area of \_\_\_\_\_square feet along with parking right for the parking of \_\_\_\_\_cars in the Open/Cover Car Parking Space in the \_\_\_\_\_floor, have agreed to purchase the same at and for an aggregate agreed consideration of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) and accordingly an Agreement for Sale containing the aforesaid terms and conditions along with other required details was executed with the Vendor/Promoter on \_\_\_\_\_and registered with the Additional Registrar of Assurances-\_\_, Kolkata and entered in Book I, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_to \_\_\_\_\_, Being No. \_\_\_\_\_ for the yar 202\_.
- G. On demand from the Purchasers, the Promoter prior to entering into the said Agreement, has accorded inspection to the Purchasers of all the documents of title relating to the said Premises and the Layout plan, Building Plan, Designs and Specifications prepared by the Promoter's Architect Sri Indranil Ghosh of 78, S.N. Mukherjee Road, Kolkata-700026 and of all other documents as are specified in the Act.
- H. Upon completion of construction of the buildings at the said Premises, the Kolkata Municipal Corporation has issued Completion/Occupancy Certificate for the entire Project vide Certificate No. \_\_\_\_\_dated \_\_\_\_\_.
- I. The Parties hereby record and confirm that they have signed the Agreement for Sale and are signing this Deed with full knowledge of all the laws, rules,

regulations, notifications, etc. as applicable to the Project and have gone through all the terms and conditions set out in this Deed and have understood the purports thereof including the mutual rights and obligations stated therein.

- J. Inasmuch as the ad-Valorem Stamp Duty of Rs. \_\_\_\_\_ has already been paid by the Purchasers on the basis of the Market Value of the said Unit assessed by the Additional Registrar of Assurances-\_\_, Kolkata, at Rs. \_\_\_\_\_ under the said Agreement for Sale dated \_\_\_\_\_, this Deed of Conveyance has accordingly been stamped with the ad-Valorem Stamp Duty of Rs. \_\_\_\_\_ only.

### **SECTION-III**

- I. NOW THIS DEED WITNESSETH** that in the premises aforesaid and in pursuance of the said Agreement for Sale and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only by the Purchasers to the Vendor/Promoter paid at or before the execution hereof (the receipt whereof the Vendors/Promoters do 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 the Vendor/Promoter do hereby acquit, release and forever discharge the Purchasers and the said Apartment and its appurtenances), the Vendor/Promoter hereby grants, sells, conveys, transfers, assigns and assures unto and to the Purchasers **ALL THAT** the said Apartment being the **Flat No.** \_\_\_\_\_ on the \_\_\_\_\_ **Floor of Tower** \_\_\_\_\_ of the Complex named **LA MIRADA** at the said Premises No. 46A/1, Biplabi Barin Ghosh Sarani, Kolkata-700067 with its appurtenances being **Balcony/Verandah** and **Open Terrace/Sky Terrace** attached to the said Flat having a Net Carpet Area of \_\_\_\_\_ Square Feet more or less **Together With** the right to park \_\_\_\_\_ cars in the Open/Covered Parking Space in the basement/ground floor/first floor, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written **Together with** proportionate undivided share in the land contained in the said Premises No. 46A/1, Biplabi Barin Ghosh Sarani, Police Station-Manicktala, Kolkata-700067 (which land morefully described in the **First Schedule** hereunder written) and proportionate

undivided share in the Common Areas and Amenities at the said Premises and building thereat (which common areas and amenities are described in the **Third Schedule** hereunder written) **AND TOGETHER WITH** the right to use Common Areas in common with the Vendor/Promoter and other persons permitted by him **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 Vendor/Promoter into or upon the said Apartment **TO HAVE AND HOLD** the said Apartment unto and to the use of the Purchasers absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements, quasi-easements and other stipulations and provisions in favour of the Purchasers and the Vendor/Promoter as are set out in the **Fourth Schedule** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause III and in the Schedules hereto and on the part of the Purchasers to be observed, fulfilled and performed.

**II. THE VENDOR/PROMOTER DO HEREBY COVENANTS WITH THE PURCHASERS** as follows:

- a. The interest which the Vendor/Promoter do hereby profess to transfer subsists and that it has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to use of the Purchasers the said Apartment in the manner herein contained.
- b. It shall be lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold, use and enjoy the said Apartment and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor/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 created or made by it save only those as are expressly mentioned herein.



- c. It shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers to make, acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further, better and more perfectly assuring the said Apartment hereby granted and conveyed unto and to the Purchasers in the manner herein contained as shall or may reasonably be required by the Purchasers.

III. **IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO** as follows:

1. **Right of the Purchasers to the said Apartment:** The Vendor/Promoter agrees and acknowledges that the Purchasers shall have the following rights to the said Apartment:
  - i. The Purchasers shall have the exclusive ownership of the said Apartment.
  - ii. The Purchasers shall use the Common Areas along with other occupants, maintenance staff, etc. without causing any inconvenience or hindrance to them and as per the rules made in this regard.
2. **Single Unit:** The Purchasers agree that the said Apartment along with parking space shall be treated as a single indivisible unit for all purposes.
3. **Independent Project:** It is agreed that the Project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers. It is clarified that Project's facilities and amenities as per the **Third Schedule** hereto shall be available only for the use and enjoyment of the Apartment Acquirers.

4. **Construction of the Project/Apartment:** The Purchasers have seen the Project and the said Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and are fully satisfied thereabout. The Purchasers have also seen the layout plans, the sanctioned plans as modified and the completion plans and verified the same with the said Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat and are fully satisfied thereabout.
5. **Possession of the said Apartment:** The Purchasers acknowledge and confirm that the Vendor/Promoter has delivered the possession of the said Apartments to the Purchasers to their satisfaction without any claim or objection of the Purchasers and that the common areas have been duly made ready and complete with all specifications, amenities and facilities of the Project.
6. **Handover of Documents:** The Purchasers acknowledge and agree that the Vendor/Promoter shall handover the necessary documents and plans including common areas to the Association.
7. **Past Outgoings:** The Purchasers acknowledge, accept and confirm that the Vendor/Promoter has duly paid the governmental dues, rates, charges, taxes and other monies, levies, impositions, premiums and other outgoings, whatsoever, payable with respect to the said Project to the concerned authorities/departments till the period of delivery of possession of the said Apartment to the Purchasers and the Purchasers hereby acquit and discharge the Vendor/Promoter from any obligation or liability in this regard.
8. **Right of the Purchasers to use Common Areas and Facilities subject to timely payment of total maintenance charges:** The Purchasers hereby agree that they have purchased the said Apartment on the specific stipulation that their right to use of Common Areas and Facilities shall be subject to timely payment of total maintenance charges as determined and billed by the maintenance agency appointed or the Association of the Apartment Acquirers or the maintenance

agency appointed by it and performance by the Purchasers of all their obligations in respect of the terms and conditions specified by the Vendor/Promoter or the maintenance agency or the Association from time to time.

9. **Maintenance of the Building Apartment/Project:** The Maintenance In-Charge is and shall be responsible to provide and maintain essential services in the Project. The Association on its incorporation shall be the Maintenance In-Charge. The proportionate cost of such maintenance shall be payable by the Purchasers separately to the Maintenance In-Charge.
10. **Defect Liability:** It is agreed that in case any structural defect or any other defect in workmanship or any other obligations of the Vendor/Promoter as per this Deed of Conveyance is brought to the notice of the Vendor/Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Vendor/Promoter to rectify such defects without further charge within 30 (thirty) days, and in the event of Vendor/Promoter's failure to rectify such defects within such time, the Purchasers shall be entitled to receive appropriate compensation in manner as provided under the Act Provided that the obligation or liability of the Vendor/Promoter shall not arise if the defect has arisen owing to any act or omission of the Purchasers or Association and/or any other person or if the portion alleged to have the defect has already been altered before the Vendor/Promoter is able to view the same of the related annual maintenance contracts and other licenses are not validly maintained by the Association or the maintenance in-charge or the Purchasers as the case may be.
11. **Right to enter the Apartment for Repairs:** The Vendor/Promoter/Association/maintenance in-charge shall have the right of unrestricted access to all Common Areas and Car Parking Spaces for providing necessary maintenance services and the Purchasers agree to permit the Vendor/Promoter and Association or maintenance agency to enter the said Apartment or any part thereof

after due notice and during the normal working hours unless the circumstances warrant otherwise to set right any defect.

12. **Usage:** Use of Service Areas: The service areas located within the project are earmarked for purposes such as parking space and services including but not limited to electric meter space, DG set, underground water reservoirs, firefighting pumps and equipment, banquet hall, indoor game room, swimming pool, guests rooms and other permitted uses as per sanctioned plans. The Purchasers shall not be permitted to use the service areas in any manner whatsoever other than the earmarked purposes and the same shall be reserved by the Association for rendering maintenance services.

13. **Compliance with respect to the Apartment amongst others:**

13.1. **Common Expenses:** The Purchasers shall pay on due dates the Common Expenses and all other outgoings and taxes specified in **Part-I** of the **Eighth Schedule** hereunder written.

13.2. **House Rules:** The Purchasers shall from the date of having received possession of the said Apartment or the date of execution of this Deed, whichever is earlier, is and shall be solely responsible to comply with the House Rules as per **Part-II** of the **Eighth Schedule** hereto and maintain the said Apartment at their cost in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the said Apartment, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the buildings are not in any way damaged or jeopardised.

- 13.3. **Restrictions on Purchasers:** The Purchasers further undertake and guarantee that they would not put any sign board/name plate, neon light, publicity materials or advertisement materials etc. on the façade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passage or staircase of the buildings. The Purchasers shall not remove any wall including the outer and load bearing walls of the said Apartment.
- 13.4. **Electricity Load:** The Purchasers shall plan and distribute the electric load in conformity with the electrical systems installed by the Vendor/Promoter and thereafter the Maintenance In-Charge and/or maintenance agency appointed by it. The Purchasers shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.
- 13.5. **Knowledge:** The Purchasers are executing these presents with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this Project in particular. Further, the Purchasers hereby undertake that after they have taken over the said Apartment for occupation and use, they shall comply with and carry out from time to time all the requirements, requisitions, demands and repairs which are required by any Competent Authority or the Association in respect of the said Apartment at their cost.
14. **Entire Contract:** This Deed along with its schedules shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all undertakings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in this regard.

15. **Provisions of this Deed applicable on the Purchasers and the subsequent Purchasers:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser (s) of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.
16. **Waiver not a limitation to enforce:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the rights thereafter to enforce each and every provision.
17. **Method of calculation of proportionate share wherever referred to in the Deed:** Wherever in this Deed the word “proportionate”, “proportionately” or “proportionate share” are used, same shall be the proportion which the net carpet area of the said Apartment bears to the total carpet area of all the apartments in the Project.
18. **Notices:** That all notices to be served on the Purchasers and the Vendor/Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchasers or the Vendor/Promoter by Registered Post/Speed Post at their respective addresses mentioned above. It shall be the duty of the Purchasers and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post/Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Promoter or the Purchasers, as the case may be.
19. **Joint Purchasers:** That in case there are Joint Purchasers, all communications shall be sent by the Vendor/Promoter to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes to be considered as properly served on all the Purchasers.

20. **Governing Law:** That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder and other applicable laws of India for the time being in force.
21. **Other Terms and Conditions:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Said Premises)**

**ALL THAT** piece or parcel of land containing an area of 7 Bighas 1 Cottah 10 Chhitacks and 20 Square Feet more or less situate, lying at and being Premises No. 46A/1, Biplabi Barin Ghosh Sarani (earlier known as Muraripukur Road), Police Station Manicktala, Post Office-Ultadanga, Kolkata-700 067, within Ward No. 14 of the Kolkata Municipal Corporation, within the jurisdiction of the District Sub-Registrar-III, Alipore, South 24 Parganas, and delineated in the plan annexed hereto, being **Annexure 'A'**, duly bordered thereon in "**Red**" and butted and bounded as follows:

- On the **North** : By Common Passage
- On the **South** : By K.M.C. Road-Biplabi Barin Ghosh Sarani;
- On the **East** : By partly by the Premises No. 46A/5, Biplabi Barin Ghosh Sarani and partly by the Premises No. 46C/17 and 46C/19, Biplabi Barin Ghosh Sarani, Kolkata-700067;
- On the **West** : By K.M.C. Road-Biplabi Barin Ghosh Sarani.

**Or Howsoever Otherwise** the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(SAID APARTMENT)**

**ALL THAT** the **Residential Flat** being Flat No. \_\_\_\_\_ in the Tower \_\_\_\_\_ on the \_\_\_\_\_ floor having a carpet area of \_\_\_\_\_ Square feet more or less Together With its appurtenances being **Balcony/Verandah** attached thereto having a carpet area of \_\_\_\_\_ Square feet, Open Terrace and/or Sky Terrace having carpet area of \_\_\_\_\_ Square feet and chargeable area \_\_\_\_\_ Square Feet being 50% thereof (all accordingly aggregating to Net Carpet Area of \_\_\_\_\_ Square feet and total Built-Up Area whereof being \_\_\_\_\_ Square feet more or less and total super built-up area whereof being \_\_\_\_\_ Square feet more or less) in the Building named **LA MIRADA** at the said Premises No. 46A/1, Biplabi Barin Ghosh Sarani, Kolkata – 700067 along with the proportionate undivided share in the land (as described in the First Schedule hereunder written) pertaining to the said Flat together with its appurtenances being the Balcony/Verandah and in the Common Areas and Facilities morefully described in the Third Schedule hereunder written (and the said Flat and the said Balcony/Verandah are shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in “**Red**” and “**Blue**” respectively **TOGETHER WITH** covered car parking space for parking of \_\_\_\_\_ car (s) comprising one in the \_\_\_\_\_ floor being Parking No. \_\_\_\_\_ having covered area of 135 Square feet as shown in the plan annexed hereto being **Annexure “C”** duly bordered thereon in “**GREEN**”.

**THIRD SCHEDULE ABOVE REFERRED TO****(Common Areas, Facilitais and Amenities for the Project)****1. Essentials and Amenities:**

- a) Driveways.
- b) Lobbies and Staircases and stair head rooms.
- c) All lifts will be high speed fully automatic of ‘Kone’ make or similar make.
- d) Double Height Banquet Hall in the Second Floor.
- e) Swimming Pool with pool deck and Kids’ Pool in the Second Floor.
- f) Gymnasium in the Second Floor.
- g) Open Party Lawn in the Second Floor.



- h) Double Height Sitting Lounge in the Second Floor.
- i) Home Theatre in the Second Floor.
- j) Kids' indoor Playroom in the Second Floor.
- k) Double Height Indoor Games' Room in the Second Floor.
- l) Board Room in the Second Floor.
- m) Spa in the Second Floor.
- n) Four Guest Rooms with the attach toilets in the Second Floor.
- o) Terrace over the Twenty-third Floor- landscaped open terrace, space for yoga and meditation, open air theatre and café.
- p) Entry and exit main gates.
- q) Boundary walls.

## **2. Water and Plumbing:**

- a) Underground water reservoir and Overhead tanks.
- b) Water pipelines connecting the underground water reservoir with overhead water tank.
- c) Water pipelines from overhead water tank connecting to each apartment.
- d) Water pump for lifting water.
- e) Sewage Treatment Plant.

## **3. Electrical Installations:**

- a) Wiring and accessories for lighting of Common Portions.
- b) Electrical Installations for receiving electricity from CESC Limited.
- c) Diesel Generator set for providing power to common services and 4 KVA power and 3 KVA power to 4 Bedrooms and 3 Bedrooms' flats respectively.
- d) Electric meters for ascertaining consumption of power for the common areas, utilities and amenities and for individual apartments to be installed by CESC Ltd. Or otherwise.

4. **Common Lighting:** Illumination of compound with proper lighting will be provided. Necessary illumination of all lobbies, staircases and other common areas will be provided.
5. **Fire Safety Installation:**
  - a) Wet risers and dry risers and other fittings.
  - b) pump for drawing water from the underground water reservoir along with one spare pump and one jockey pump.
  - c) Fire alarms.
  - d) Hydrants and other accessories.
6. **Drains:**
  - a) Drains, Sewers and pipelines from each flat to the pits in the Ground Floor and from pits to master trap.
  - b) Drainage connection from master trap to KMC drain lines.
7. Common Toilets with fittings and fixtures.
8. Intercom and CC TV.
9. Solar Power Panels on the roof.
10. Others: Other areas and installations and/or equipment, if any, which may be provided in the building and/or Premises for common-use and enjoyment of the residents.

**THE FOURTH SCHEULE ABOVE REFERRED TO**

- A. **EASEMENTS GRANTED TO THE PURCHASERS:** The Purchasers shall be entitled to the easements, quasi-easements, appendages and appurtenances belonging or appertaining to the said Apartment which are hereinafter specified excepting and reserving unto the Vendor/Promoter and/or other persons deriving right, title and/or permission from the Vendor/Promoter the rights, easement, quasi-easement, privileges and appurtenances hereinafter more particularly set forth in Clause B below:

- i.** The right of access and use of the Common Areas in common with the Vendor/Promoter and/or other Apartment Acquirers and the Maintenance In-charge for normal purposes connected with the use of the said Apartment, subject to the House Rules.
- ii.** The right of protection of the said Apartment by and from all other parts of the building (s) as the said Apartment is protected now.
- iii.** The right of flow in common as aforesaid of electricity, water, sewerage, drainage and other common utilities from and/or to the said Apartment through wires and conduits lying or being in under or over the other parts of the building and/or the Project so far as may reasonably be necessary for the beneficial use, occupation and enjoyment of the said Apartment.
- iv.** The right of the Purchasers with or without workmen and necessary materials to enter from time to time upon other parts of the building (s) for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the said Apartment and other Apartments and portions of the building (s) and also for the purpose of repairing the said Apartment insofar as such repairing as aforesaid cannot be carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours' previous notice in writing of the Purchasers' intention so to enter to the Maintenance In-charge and other Apartment Acquirers affected thereby, without damaging the other parts of the building.

All the above easements are subject to and conditional upon the Purchasers paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchasers under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchasers to be observed and performed.

**B. EASEMENTS EXCEPTED AND RESERVED BY THE VENDOR/PROMOTER:**

The undermentioned rights, easements, quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendor/Promoter and other persons deriving right, title and/or permission in respect thereof from it:

- I. The right of access and use of the Common Areas in common with the Purchasers and/or other person or persons entitled to the other part or parts or share or shares of the Project.
- II. The right to flow in common with the Purchaser and other person or persons as aforesaid of electricity, water, waste or soil from and/or to any part (other than the said Apartment) of the other part or parts of the building and/or the project through pipes, drains, wires, conduits, lying or being in under through or over the said Apartment as far as may reasonably be necessary for the beneficial use, occupation and enjoyment of other part or parts of the Project.
- III. The right of protection of other part or parts of the building (s) by all parts of the said Apartment as the same can or does normally protects.
- IV. The right with or without workmen and necessary materials to enter from time to time upon the said Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the building and/or the Project and also for the purpose of rebuilding or repairing any part or parts of the building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot reasonably be carried out without such entry Provided always that the Vendor/Promoter or the Maintenance In-charge and other Apartment Acquirers of other part or parts of the Project shall excepting in emergent situation give to the Purchasers a prior forty-eight hours' written notice of its or their intention for such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO****(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure including the roof, the Common Areas, facilities and amenities of the Project (including lifts, generator, water pumps with motor, firefighting equipment, Gym equipment, television, air-condition machines installed in common areas, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and related facilities enjoyed or used by the Allottee in common with other flat owners or serving more than one Apartment and/or other built-up space in the Building and main entrance, and exit, landings and staircases of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas, landscaped areas, gardens, swimming pool, gymnasium, spa, the main entrance, passages, driveways, landings, staircases and other parts of the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.
2. **OPERATIONAL:** All expenses for running and operating all machines, equipment and installations comprised in the Common Areas (including lifts, generators, water pumps with motors, fire-fighting equipment, air-condition machines installed in common areas and areas of amenities, Gym equipment, etc.) and also the costs of repairing, renovating and replacing the same and amount payable for having annual maintenance contracts and license fees for various aforesaid items. Cost of all licenses and no objection certificates to be obtained from various authorities and/or the Government Departments for activities of the buildings.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the Common Purposes including their bonus and other emoluments and benefits.

4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE:** Insurance premium for insurance of the buildings including against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **ELECTRICITY CHARGES:** Cost of electricity charges payable to CESC Ltd. or other organization or authorities for electric power consumed in using common areas, facilities, amenities and services.
8. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
9. **REPAIRS & RENEWALS:** cost of painting the exterior and interior of the buildings and its repairing. The repairing of any equipment installed for common user and renewals thereof from time to time.
10. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Facts about devolution of Title to the said Premises)**

**COMMON:**

1. One Madhav Krishna Sett governed by Dayabhaga school of Hindu Law was the owner of several immovable properties, inter-alia, Premises No. 46, Muraripukur Road (hereinafter referred to as the "**Said Premises**") measuring 29 Bighas 1 Cottah 5 Chhitacks and 9 Square Feet. He died intestate in 1879 leaving him surviving by his three sons, Purna Chandra Sett, Nalini Nath Sett and Panna Lal Sett.
2. Purna Chandra Sett died testate in November 1936 bequeathing his undivided 1/3<sup>rd</sup> interest in the said premises amongst others to his sons Pramod Kumar Sett and Probhat Kumar Sett.
3. Nalini Nath Sett died testate in 1928 bequeathing his undivided 1/3<sup>rd</sup> interest in the said premises amongst others to his sons Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett.
4. Panna Lal Sett died intestate in 1910 leaving him surviving by his three sons, Provangsu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett.
5. By an agreement dated 8<sup>th</sup> March, 1938, said Pramod Kumar Sett and Prabhat Kumar Sett as Executors to the estate of Purna Chandra Sett; Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett as executors to the estate of Nalini Nath Sett and Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett sons of Late Panna Lal Sett referred their dispute in regard to partition of properties to the joint arbitration of Sri C.K. Sarkar and Sri Binod Behari Dass to effect a family partition by metes and bounds. Said Binod Behari Dass during the course of arbitration proceeding died on 30<sup>th</sup> December, 1938 and upon consent of all the parties to the arbitration, Sri C.K. Sarkar acted as the sole arbitrator thereafter.
6. Sri C.K. Sarkar made and published his award on 30.09.1951 and the said award was duly registered in the office of the Sub- Registrar at Sealdah on 26.10.1951 and recorded in Book No.1, Volume No.53, Pages 121- 241, Being No. 2653 for the year 1951.
7. By the aforesaid award, Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett were jointly allotted, inter-alia, the demarcated land admeasuring 10 Bighas, 16 Cottahs and 36 sq. ft., little more or less together with buildings and structures thereon being a part of Premises 46, Murari

Pukur Road morefully mentioned and described as Lot- A in Part - II of the Second Schedule to the said award.

8. By the aforesaid award, Pramod Kumar Sett and Prabhat Kumar Sett were jointly allotted, inter-alia, demarcated land admeasuring 9 Bighas, 8 Cottahs, 5 Chittacks and 14 sq. ft. more or less together with buildings and structures thereon being a part of Premises No. 46, Murari Pukur Road morefully mentioned and described in Lot - B in Part- I of the Second Schedule to the said award.
9. By the aforesaid award, Provanghsu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett were jointly allotted, inter-alia, demarcated land admeasuring 8 Bighas, 2 Cottahs, 10 Chittacks and 26 sq. ft. more or less together with buildings and structures thereon being a part of Premises No. 46, Murari Pukur Road morefully mentioned and described in Lot - C in Part- III of the Second Schedule to the said award. They were also allotted 14 Cottahs 4 Chhitacks and 23 Square Feet morefully mentioned and described in Lot C3 of the Second Schedule to the said award.

**KAJAL SETT, NANDINI SETT AND IPSITA BANERJEE:**

10. In the manner as stated in paragraph 8 hereinabove, Pramod Kumar Sett and Prabhat Kumar Sett became jointly seized and possessed of all that piece and parcel of plots of land admeasuring an area of 9 Bighas, 8 Cottahs, 5 Chittacks and 14 Sq. Ft.
11. Prabhat Kumar Sett by a Deed of Declaration executed on 05.08.1957 and registered in the office of Registrar of Assurances Calcutta and recorded in Book No. 1, Volume No.99 Pages No. 23 - 29 Being No. 2824 for the year 1957 declared that Pramod Kumar Sett is entitled to the said property amongst others to the extent of 16 annas interest and he had no right, title or interest therein and thus Pramod Kumar Sett became absolute owner of the said portion.
12. By a Deed of Settlement executed on 18.08.1957 and registered in the Office of Registrar of Assurances Calcutta on 28.08.1957 and recorded in Book No.1, Volume No.100, Pages 108 - 118, Being No. 3035 for the year 1957 the said Pramod Kumar Sett as settler transferred the said property amongst others to



his two sons namely Deb Kumar Sett and Bijon Kumar Sett upon trust. In the said Deed of Settlement, it was directed that the said trust would come to an end upon demise of settlor's wife Smt. Mrinalini Sett and trustees would transfer all the corpus of the said trust including the said portion in favour of Deb Kumar Sett absolutely and forever.

13. Upon the demise of said Mrinalini Sett on 21.01.1977, the said property vested with the said Deb Kumar Sett and moreover by an Indenture of Transfer executed on 08.10.1985 the said Deb Kumar Sett and Bijon Kumar Sett jointly transferred and conveyed the said property unto and in favour of Deb Kumar Sett. The said Indenture of Transfer was registered in the office of Registrar of Assurances Calcutta in Book No.1, Volume No. 323, Pages 216 - 225, Being No. 14443 for the year 1986.
14. Deb Kumar Sett died intestate on 13.05.1992 leaving him surviving by his wife Smt. Kajal Sett and his two daughters Ms. Nandini Sett and Mrs. Ipsita Banerjee.

**Narendra Kumar Sett, Dharendra Kumar Sett and Birendra Kumar Sett:**

15. In the manner as stated in paragraph no.7 hereinabove, Narendra Kumar Sett, Dharendra Kumar Sett and Birendra Kumar Sett became entitled to a portion of Premises No. 46, Muraripukur Road admeasuring 10 Bighas, 16 Cottahs and 36 sq. ft.
16. The Estate of Narendra Kumar Sett, Dharendra Kumar Sett and Birendra Kumar Sett by an oral partition of the said portion followed by an unregistered statement of partition dated 21.10.1962 and subsequently confirmed by a Deed of Declaration of Partition dated 14.12.1965 and registered in the office of Registrar of Assurances Calcutta and recorded therein in Book No.1, Volume No. 219, Being No. 7337 for the year 1965, the said Birendra Kumar Sett was allotted the properties stated in Third Schedule which included the portion of the said Premises No. 46, Muraripukur Road and thus said Birendra Kumar Sett became the absolute owner of the said portion admeasuring 10 Bighas, 16 Cottahs and 36 sq. ft.

17. On 19.07.1965 Birendra Kumar Sett a widower and having no children made and published his last will and testament and the same was registered in the office of the Registrar of Assurances Calcutta and recorded therein in Book No. III, Volume No.7, Pages 94 - 98 Being No. 228 for the years 1965. On the demise of said Birendra Kumar Sett on 28.03.1968, executors and executrix named in the said will applied for grant of probate of the said will before Hon'ble High Court at Calcutta. The Hon'ble Court was pleased to grant the probate of the said will on 04.05.1976 in PLA No. 41 of 1974 in favour of the executors and executrix. The Hon'ble Calcutta High Court by its orders dated 22.06.1978 and 08.12.1978 removed the executors and the executrix to the estate of Birendra Kumar Sett and appointed Pallav Kumar Banerjee, Advocate as sole administrator.
18. In the said will, Birendra Kumar Sett bequeathed jointly unto and in favour of his brother Dhirendra Kumar Sett, his brother Narendra Kumar Sett's son Sukumar Sett and his brother Narendra Kumar Sett married daughter Bibhabati Dutta in undivided  $\frac{2}{3}$ <sup>rd</sup>,  $\frac{1}{6}$ <sup>th</sup> and  $\frac{1}{6}$ <sup>th</sup> share respectively in the said demarcated portion of the land.
19. By his last will and testament dated 04.09.1970, the said Dhirendra Kumar Sett bequeathed equally in favour of his two sons Supriya Kumar Sett and Sushanta Sett all his moveable and immoveable properties including his share in the aforesaid portion in the premises No. 46, Muraripukur Road. Dhirendra Kumar Sett died on 31.03.1976 and the probate of his will was granted by the Hon'ble Calcutta High Court by its order dated 13.12.1988 in PLA No. 50 of 1978.
20. Pallav Kumar Banerjee, Administrator to the estate of Birendra Kumar Sett with the consent of legatees and/or residual legatees applied in or about in the year 1979 to the Hon'ble High Court for sale of a part of land with structures admeasuring an area of 9 Bighas and 10 Cottahs to one M/s Mitra Bhattacharjee and Associates or to their nominee out of total land area of 10 Bighas 16 Cottahs and 36 sq. ft. The Hon'ble Court by its order dated 13.05.1981 directed the said Administrator to sell the said part of land. Pallav Kumar Banerjee in the year 1983 executed several Deeds of Sale of 9 Bighas and 10 Cottahs of land. After the aforesaid sale, there remained a balanced area of 1 Bigha, 6 Cottahs and 36 sq. ft but on actual measurement the said

remaining portion was found to have an area of 1 Bigha, 4 Cottahs, 10 Chittacks and 22 sq. ft.

21. The portion of land measuring 9 Bighas and 10 Cottahs which was sold to M/s. Mitra Bhattacharjee and Associates and/or their nominee was renumbered as 46C, Biplabi Barin Ghosh Sarani and the remaining portion of the said premises was renumbered as 46A, Biplabi Barin Ghosh Sarani, Kolkata.
22. As stated hereinabove, Sukumar Sett became entitled for 1/6<sup>th</sup> share in the said portion in view of bequeath made by Birendra Kumar Sett. Sukumar Sett died intestate on 14.10.1990 leaving him surviving by his wife Sunila Sett, his son Sumit Kumar Sett and his married daughter Sraboni Sen as his legal heir and heiress each of them claiming equally in the estate left by Sukumar Sett. By a Deed of Gift dated 28.08.1992 executed jointly by said Sumit Kumar Sett and Sraboni Sen and duly registered in the office of Registrar of Assurances Calcutta and recorded therein in the Book No.1, Volume No. 501, Pages 469 - 480 Being No. 17882 for the year 1992 the said Sumit Kumar Sett and Sraboni Sen transferred by way of gift their respective rights, titles and interests in the estate of Sukumar Sett, including their 1/3<sup>rd</sup> shares in 1/6<sup>th</sup> part of remaining land belonging to the estate of Birendra Kumar Sett in the said Premises No. 46, Muraripukur Road to their mother Sunila Sett. Thus, Sunila Sett by way of inheritance and by way of gift became owner of 1/6<sup>th</sup> share or interest in the said land of 1 Bigha, 4 Cottahs, 10 Chittacks and 24 sq. ft. Sunila Sett by executing a Deed of Family Trust and Settlement on 10.09.1992 and registered in the office of Registrar of Assurances, Calcutta and recorded therein in Book No.1, Volume No. 536, Pages 380 -399, Being No. 18184 for the year 1992 created a trust named as Sunila Sett Trust for the benefit of the members of her family and appointed herself and her son Sumit Kumar Sett as joint trustees of the said trust.
23. The Hon'ble High Court by its order dated 02.02.1996 passed in PLA No. 41 of 1974 directed that the Administrator Pallav Kumar Banerjee to sell the said remaining portion out of Premises No. 46, Muraripukur Road to Hastings Commercial Pvt. Ltd and/or its nominee or nominees at a price or sum of Rs. 11, 45, 300/-. The said Hastings Commercial Pvt. Ltd nominated Swastik Projects Pvt. Ltd to purchase the said portion. The administrator Pallav Kumar

Banerjee died on 07.02.1999 and on an application made on behalf of legatees and/or residual legatees of the will of Birendra Kumar Sett, the Hon'ble Justice Ronojit Kumar Mitra passed an order on 14.03.2000. In the said order Miss Iti Dutta was appointed as administrator to the estate of Birendra Kumar Sett.

**SAMIRAN KUMAR SETT:**

24. In the manner as stated in the paragraph no. 9 hereinabove, the said Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett became entitled to the portion measuring 8 Bighas, 16 Cottahs, 15 Chittacks and 4 sq. ft of the premises no. 46, Muraripukur Road.
25. Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett orally partitioned the immoveable properties including the aforesaid portion of Premises No. 46, Muraripukur Road. As per the said partition, the said portion was allotted exclusively and absolutely to Provangshu Kumar Sett. The said Himangshu Kumar Sett and Sudhangshu Kumar Sett and Smt. Smriti Sett as executors and executrix to the estate of Provangshu Kumar Sett and the said Himangshu Kumar Sett and Sudhangshu Kumar Sett in their individual capacities executed and registered a Deed of Declaration dated 12.04.1970 and registered with Registrar of Assurances Calcutta in Book No.1, Volume No. 112, Pages 267 - 297 , Being No. 3599 for the year 1970 recording such amicable partition amongst Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett on and with effect from 13. 02. 1949 and the division of the properties by metes and bounds and allotments made to each of them respectively.
26. The said Provangshu Kumar Sett died on 22.01.1951 after making and publishing his last will and testament dated 07.02.1950 and whereunder he appointed his wife Smriti Sett and his two brothers Himangshu Kumar Sett and Sudhangshu Kumar Sett as executrix and executors and bequeathed his property in the manner mentioned therein. In the said will, said Provangshu Kumar Sett inter alia provided that so long his son Samiran Kumar Sett does not attain 21 years of age, the executors and executrix would remain trustees to his estate.

27. By a Deed of Release dated 11.04.1977 made between executors and executrix, residuary legatee and Smt. Bithika Basak, Gitika Basak and Kanika Das daughters of Provangshu Kumar Sett released amongst others the said portion in favour of Samiran Kumar Sett.

**Swastik Projects Private Limited:**

28. Mrs. Kajal Sett (who became owner of undivided 1/3<sup>rd</sup> share in Lot B of the mother premises) sold and made absolute transfer of 1 Bigha 16 Cottahs 14 Chhitacks and 21 Square Feet of land with structures out of the aforesaid Lot B to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 15<sup>th</sup> January 2002 and registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume No. I, Pages 1 to 32, Being No. 3811 for the year 2006.

29. Mrs. Ipsita Banerjee (who became owner of undivided 1/3<sup>rd</sup> share in Lot B of the mother premises) sold and made absolute transfer of 1 Bigha 16 Cottahs 14 Chhitacks and 21 Square Feet of land with structures out of the aforesaid Lot B to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 15<sup>th</sup> January 2002 and registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume No. I, Pages 1 to 34, Being No. 3809 for the year 2006.

30. Miss Nandini Sett (who became owner of undivided 1/3<sup>rd</sup> share in Lot B of the mother premises) sold and made absolute transfer of 1 Bigha 16 Cottahs 14 Chhitacks and 21 Square Feet of land with structures out of the aforesaid Lot B to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 15<sup>th</sup> January 2002 and registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume No. I, Pages 1 to 29, Being No. 4296 for the year 2006.

31. Ms. Iti Dutta (in terms of the order dated 14<sup>th</sup> March 2000 passed by the Hon'ble Calcutta High Court on behalf of the legatees and/or beneficiaries to the Estate of Birendra Kumar Sett as stated in Paragraph 23 hereinabove) sold and made absolute transfer of 1 Bigha 4 Cottahs 10 Chhitacks and 22 Square Feet of land with structures out of the aforesaid Lot A to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 5<sup>th</sup> March 2002 and

registered in the Office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume I, Pages 1 to 26, Being No. 03807 for the year 2006.

32. Mr. Samiran Kumar Sett sold and made absolute transfer of 6 Cottahs 4 Chhitacks and 25 Square Feet of land with structures out of Lot C (as stated in Paragraph 26 and 27 hereinabove) to Swastik Projects Private Ltd. by executing the Deed of Conveyance on 24<sup>th</sup> June 2005 and registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in Book I, Volume I, Pages 1 to 14, Being No. 10485 for the year 2006.
33. Thus, Swastik Projects Private Ltd. purchased 7 Bighas 1 Cottah 10 Chhitacks and 20 Square Feet of land with structures by 5 (five) several Deeds of Conveyances in the manner stated hereinabove out of the mother Premises No. 46 (which was subsequently renumbered as 46A), Biplabi Barin Ghosh Sarani, Kolkata.
34. Swastik Projects Private Ltd. caused the separation of the said land with structures measuring 7 Bighas 1 Cottah 10 Chhitacks and 20 Square Feet by the Kolkata Municipal Corporation and the said separated portion was numbered as 46A/1, Biplabi Barin Ghosh Sarani, Kolkata-700067.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(Other terms and conditions)**

- 1. Right of allottee to use common areas subject to payment of maintenance charges:** The Purchasers have acquired the said Apartment on the specific stipulation that his right to the use of Common Areas shall be subject to the timely payment of Maintenance Charges as determined by the Vendor/Promoter or the Association of the Purchasers and performance by the Purchasers of all their obligations in respect of the terms and conditions contained in this Deed including the Schedules hereto and as specified by the Vendor/Promoter or the Association from time to time.
- 2. Additions or Replacements:** As and when any plant and machinery, including

but not limited to, DG set, Lifts, pumps, air-conditioning machines, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate basis as specified by the Association. The Vendor/Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Purchasers agree to abide by the same. As and when the exterior of the buildings and the common areas are decided to be painted by the Association, the cost whereof on proportionate basis will be borne and contributed by all the Apartment Acquirers in the Project on proportionate basis.

### **3. Maintenance and Association**

- 3.1 Upon formation and operationalization of the Association of the Apartment Acquirers, the Vendor/Promoter will hand over its management for maintenance of the Project to the Association. The Purchasers will be required to complete the formalities of becoming member of the Association. The Purchasers shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the said Apartment and common areas and facilities in the Project.
- 3.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Vendor/Promoter, till such time the unsold Apartments are not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Vendor/Promoter. Further the Purchasers and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold apartments to any of the prospective Purchasers.
- 3.3 For the enjoyment and maintenance of the common areas and facilities of the Project, the Purchasers shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Vendor/Promoter and upon formation of the Association by the Association from time to time. The Maintenance Charges shall become payable from the date possession of the said Apartment is delivered or deemed to have been

delivered to the Purchasers by the Vendor/Promoter. In case the Purchasers fail to pay the same, (i) the Purchasers shall not be entitled to avail any maintenance services; (ii) interest @ 1.5% per month will become payable by the Purchasers; and (iii) the Promoter/Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment, the advance maintenance charges fall below the three (3) months average of the Maintenance Charges, then the Purchasers shall be obligated to make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill and until such payment by the Purchasers, the same shall constitute a charge upon the said Apartment. Moreover, any outstanding amount payable by the Purchasers to the Vendor/Promoter or the Association, shall also constitute a charge upon the said Apartment of the Purchasers in favour of the Vendor/Promoter or the Association.

#### **4. Interim Maintenance Period:**

- 4.1 During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Vendor/Promoter shall through itself or through a facility management company run, operate, manage and maintain the Common Areas.
- 4.2 The maintenance and management of Common Areas by the Vendor/Promoter will primarily include but not limited to maintenance of water works and drainage and sewerage systems, common electrical installations, DG Set, air-conditioning machines, driveways, parking areas, lobbies, lifts and staircases, fire detection, Annual Maintenance Contracts, License Fees and obtaining all required licenses and no objection certificates from various authorities and departments, etc.
- 4.3 The Rules/Bye-Laws to regulate the use and maintenance of the Common Areas during the interim maintenance period shall be framed by the Vendor/Promoter with such restrictions as may be necessary for proper maintenance and all the Apartment Acquirers are bound to follow the same.
- 4.4 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye-laws framed by the Vendor/Promoter, with or without amendments, as may be deemed necessary by the Association.



- 5. Conditions on Transfer by Purchasers:** The Purchasers shall not be entitled to let out, sell, transfer, assign or part with possession of the said Apartment until all the charges, outgoings, dues payable by the Purchasers to the Promoter/Maintenance In-charge in respect of the said Apartment are fully paid up and a No Dues certificate is obtained by the Purchasers from the Promoter/Maintenance In-charge.
- 6. Right to put Neon-Sign etc. by Promoter:** The Vendor/Promoter shall be entitled to put or allow its group companies or associate concerns to put neon-sign, sign boards or any other advertisement on the Roof of the Buildings as the Vendor/Promoter, may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Vendor/Promoter.
- 7. Method of Calculation of Areas:**
- (a) The Carpet Area of the Flat mentioned in the Second Schedule hereto includes the usable floor area thereof and the area covered by the internal partition walls thereof but excludes the area covered by the external walls and areas under services shafts and exclusive balcony/verandah. Be it mentioned that the Net Carpet Area of the said Apartment mentioned in the Second Schedule hereunder written has been determined on the basis of the carpet area of (i) the Flat, (ii) exclusive balcony/verandah, (iii) the Servant Quarter, if any and (iv) 50% of the carpet area of the open terrace and/or sky terrace, if attached to the Flat. In the case of servant quarter, area of walls have been considered as part of the carpet area of the servant room Provided That if any wall of the servant room is common between the servant rooms then only one-half area thereof shall be a part of the carpet area of such servant room.
- (b) The Built-Up area of the said Apartment mentioned in the Second Schedule hereto includes the Net Carpet Area thereof mentioned therein separately and includes the thickness of the external walls, columns and pillars thereof and therein and thickness of the parapet walls of the open terrace, if attached to the Flat.

- (c) The Super Built-Up Area of the said Apartment mentioned in the Second Schedule hereto includes and has been determined on the basis of the built-up area thereof mentioned therein and also includes the proportionate share of the Common Areas, amenities and facilities attributable to the said Apartment on the basis of the Net Carpet Area of the said Apartment mentioned in the Second Schedule hereto.
8. **Deposits on Super Built-up Area:** The Purchasers have paid/ shall pay and deposit the Maintenance Charges and Sinking Fund mentioned in Item No. 5 and Item No.6 respectively of Clause 1.2.2 of Section III hereinabove on the basis of Super Built Up Area of the said Apartment.
9. **Indemnity by Purchasers:** The Purchasers shall be and remain responsible for and to indemnify the Vendor/Promoter and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Purchasers or suffered by the Vendor/Promoter as a result of any act of omission or negligence of the Purchasers or the servants, agents, licensees or invitees of the Purchasers and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Purchasers.
10. **BUILDING NAME:** The Project shall bear the name "**LA MIRADA**".

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**PART-I**

1. **TAXES AND OUTGOINGS:** The Purchasers bind themselves and covenant to bear and pay and discharge the following expenses and outgoings: -
- (a) Proportionate share of all Common Expenses (including those mentioned in **FIFTH SCHEDULE** hereinabove written) to the Maintenance In-charge from time to time. Such maintenance charges will be computed on the basis of actual expenses incurred/to be

incurred by the Maintenance In-Charge. The maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and expenses incurred.

- (b) The charges for provision of back-up power to the extent of 4 KVA power for 4 BHK Apartment and 3 KVA for 3 BHK Apartment to be provided to the said Apartment, as the case may be during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Purchasers proportionately on the basis of power allotted in the said Apartment or shall be ascertained by such other suitable mechanism as may be so decided by the Vendor/Promoter or the Maintenance In-charge.
- (c) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the said Apartment directly to the Kolkata Municipal Corporation. Provided That so long as the said Apartment is not assessed separately for the purpose of such rates and taxes, the Purchasers shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.
- (d) Charges for water and any other utilities consumed by the Purchasers and/or attributable or relatable to the said Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the said Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) All other taxes, impositions, levies, cess, fees, expenses and outgoings, betterment fees, development charges and/or levies under any statute, rules and regulations whether existing or as may be imposed or levied

at any time in future on or in respect of the said Apartment by the Purchasers wholly in case the same relates to the said Apartment and proportionately in case the same relates to the Project or any Common Areas thereof.

(f) The Purchasers shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments, rates, taxes, impositions and/or outgoings.

(g) All penalty, surcharge, interest, costs, charges and expenses arising out of any delay default or negligence on the part of the Purchasers in payment of all or any of the aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.

2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchasers or in the letter box in the ground floor earmarked for the said Apartment without any delay, demur or default and the Purchasers shall indemnify and keep indemnified the Vendor/Promoter and the Maintenance-in-Charge and all other Apartment Acquirers for all losses, damage, costs, claims, demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchasers may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchasers owing thereto. Any amount payable by the Purchasers directly to any authority shall always be paid by the Purchasers within the stipulated due date in respect thereof.

2.2 The liability of the Purchasers to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery or the deemed date of delivery of possession of the said Apartment by the Vendor/Promoter to the Purchasers.

**PART-II****(COMMON HOUSE RULES)**

1. The Purchasers bind themselves and covenant:
  - (a) to use the said Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy, illegal or immoral activity in the said Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.
  - (b) to apply for and obtain at their own costs separate assessment of the said Apartment in their names in the records of Kolkata Municipal Corporation within 06 (six) months from the date of possession.
  - (c) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the said Apartment at all reasonable times to view and examine the state and condition thereof and to make good all defects, decays and want of repair in the said Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchasers thereabout;
  - (d) to co-operate with the Maintenance In-charge in the management, maintenance, control and administration of the Buildings Complex and other Common Purposes.
  - (e) to keep the said Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections, fittings and installations, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter and protect the other Apartments/parts of the Buildings and not to do or cause to be done anything in or around the said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Apartment.

- (f) to keep the Common Areas and Common Facilities, Common Amenities, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods, articles or things or any rubbish or refuse or waste therein or in the other common areas or other portions of the said Premises.
- (g) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Ltd., Fire Service Authorities, Pollution Control Authority and/or any Statutory Authority and/or local body with regard to the user and maintenance of the said Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (h) Other than at the place of their Car Parking Space, the Purchasers shall not park any motor car or any other vehicle at any place in the said Premises (including at the open spaces at the said Premises). No construction or storage of any nature shall be permitted at the Parking Space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
- (i) not to grant transfer, let out or part with the Car Parking Space or the Servant Quarter, if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Purchasers may grant transfer, let out or part with the Car Parking Space or the Servant Quarter, if any or the said Apartment independent of the other or others to any other Apartment Acquirers of the Building and none else.
- (j) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the said Apartment or the Common Areas, facilities and Amenities for

the purpose of making, changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project. Not to carry or cause to be carried any wiring for electricity, broadband connection, cable tv or for any other purpose by cutting holes in the exterior walls of the said apartment or walls of the common areas. Such wiring shall be permitted to pass through only from the electrical ducts.

- (k) not to close or permit the closing of balconies/verandahs in the said Apartment.
- (l) not to install or keep or operate any generator in the said Apartment or in any Common Areas.
- (m) not to do or permit to be done any act, deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building Complex or the said Premises or may cause any increase in the premia payable in respect thereof.

1.1 In the event of the Purchasers 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 Purchasers under this Deed and/or in observing and performing the covenants, terms and conditions of the Purchasers then without prejudice to the other remedies available against the Purchasers, they shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.) to the Purchasers and their servants, employees, agents, tenants or licensees and/or the said Apartment.
- b) to demand and directly realize rent and/or other amounts becoming payable to the Purchasers by any tenant or licensee or other occupant in respect of the said Apartment.

- c) have a charge on the said Apartment until the payment of all outstanding amounts as aforesaid and set right of the breach of covenants, terms and conditions to be observed and performed by the Purchasers.

- 1.2. In the event of carrying out any change in the floor layout of the said Apartment or the shifting of any door or window position of the said Apartment without the written permission of the Maintenance In-charge and the appropriate authorities, the Purchasers shall be liable to pay such penalty as may be demanded by the Maintenance In-charge and until payment thereof, the said amount will constitute a charge on the said Apartment.

**IN WITNESS WHEREOF** the parties abovenamed have set their respective hands and seals on this Deed at Kolkata in the presence of the attesting witness, signing as such on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** on behalf of the within named **VENDOR/PROMOTER, SWASTIK PROJECTS PRIVATE LIMITED** by its Director, Shri Kiran Chand Lunawat pursuant to the Board Resolution dated \_\_\_\_\_ at Kolkata.

**EXECUTED** by the within named **PURCHASERS** **Shri** \_\_\_\_\_, and **Smt.** \_\_\_\_\_ at Kolkata.



**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** by the Vendor/Promoter from within named Purchasers the within mentioned sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being the consideration in full payable under this Deed of Conveyance by Cheques/Pay Orders and/or transfer by RTGS/NEFT as Memo written herein below:

**MEMO OF CONSIDERATION**

<b>S.N.</b>	<b>Date</b>	<b>Mode of Payment</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>	<b>GST</b>	<b>TDS</b>	<b>Net Amount Recd.</b>
<b>TOTAL</b>							

(Rupees \_\_\_\_\_ only)

**Witnesses:**

**Vendor/Promoter**

