

## CONVEYANCE

1. Date: \_\_\_\_\_, 2024

2. Place: Kolkata

3. Parties:

3.1 PACE DEALCOM PRIVATE LIMITED, a Company within the meaning of the Companies Act, 2013 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U51909WB1996PTC078993 and PAN AEHPB3956K represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the Owner No. 1”);

ROMEX AGENCIES PRIVATE LIMITED, a Company within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U51494WB1996PTC078992 and PAN AABCR2428P represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia, working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the Owner No. 2”);

NILANCHAL ESTATES PRIVATE LIMITED, a Company within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U70101WB1986PTC041364 and PAN AAACN8566D represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F,

Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having PAN AABCP5507H and Aadhar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the Owner No. 3”);

SMARTLAND ESTATES PRIVATE LIMITED, a Company registered under MSME within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Kolkata-700071, Police Station – Shakespeare Sarani, Post Office Little Russle Street, having CIN U70101WB1993PTC057744, having PAN AADCS7281B and represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071, Police Station Karaya, Post Office Ballygunge, having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the Owner No. 4”);

ARVIND KUMAR MEHARIA, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071, having PAN AABCP5507H and Aadhaar No 732737164055 (hereinafter referred to as “the Owner No. 5”);

The Owner No. 1, the Owner No.2, the Owner No.3, the Owner No.4 and the Owner No.5 are hereinafter jointly referred to as “ the Owners” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the One Part

All being represented by constituted attorney, Realmark Evana LLP (PAN AAYFR8935M), having LLPIN AAM-3573, a Limited Liability Partnership Firm, having its registered office at 209, AJC Bose Road, Karnani Estate, 5<sup>th</sup> Floor, Room No.192, Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700017, represented by its Designated partner Rashmi Lohia, (PAN AINPL9254C, AADHAAR NO.2373 4805 4982), Wife of Gagan Lohia, working for gain at Room No. 192, 5<sup>th</sup> Floor, Karnani Estates, 209, A.J.C Bose Road, Kolkata-700017, Police Station Beniapukur, Post Office Circus Avenue hereinafter collectively referred to as “the Owners” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the First Part;

AND

3.35 Realmark Evana LLP (PAN AAYFR8935M), having LLP IN AAM-3573, a Limited Liability Partnership Firm, having its registered office at 209, AJC Bose Road, Karnani Estate, 5<sup>th</sup> Floor, Room No.192, Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700017, represented by its Designated partner Rashmi Lohia, (PAN AINPL9254C, AADHAAR NO.2373 4805 4982), Wife of Gagan Lohia working for gain at Room No. 192, 5<sup>th</sup> Floor, Karnani Estates, 209, A.J.C Bose Road, Kolkata-700017, Police Station Beniapukur, Post Office Circus Avenue and hereinafter referred to as “the Company” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the Second Part

The term “Promoters” shall mean jointly the Owners and the Company and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.

And

3.36 (1) \_\_\_\_\_ w/o \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Card Number \_\_\_\_\_ (2) \_\_\_\_\_, s/o \_\_\_\_\_, by occupation \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Card Number \_\_\_\_\_ both citizen of India, residing at \_\_\_\_\_, and hereinafter jointly referred to as “the Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the Third Part

The Promoters and the Allottee are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

Subject Matter of Conveyance:

4.1 Said Flat: Residential Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor, Tower No. \_\_\_\_\_ -, having super built-up area of approximately \_\_\_\_\_ (\_\_\_\_\_ ) Carpet area \_\_\_\_\_ square feet more or less more fully described in Part-I of the 6<sup>th</sup> Schedule below and delineated on the Plan B annexed hereto and bordered in colour Green thereon (Said Flat) in the building known as “Amora” (Said Building), the Said Building being on a divided and demarcated portion of land comprised in 189b N.S.C. Bose Road, Kolkata 700040, more fully described in the 1<sup>st</sup> Schedule below and demarcated in colour Red on Plan A attached (Said Property).

4.2 Land Share: undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (Land Share). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

4.3 Said Parking Space: The right to park in the parking space/s described in Part II of the 6<sup>th</sup> Schedule below (Said Parking Space), if any.

4.4 Share In Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as be attributable and appurtenant to the Said Flat (Share In Common Portions), the said common areas, amenities and facilities being described in the 2<sup>nd</sup> Schedule below (collectively Common Portions, which includes extensions and additions of common areas, amenities and facilities made from time to time, if any).

4.5 User Rights in Specified Facilities: Conditional right, only of user and enjoyment (User Rights) on certain amenities and facilities as may be provided [for illustration purpose only, such as swimming pool, Double height community hall, Gymnasium, Indoor play room,

kids play area, Adda zone, arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/Panchayat/PWD, domestic and fire water reservoirs, deep or shallow tube well etc. (collectively Specified Facilities)].

The Said Flat, the Land Share, the Said Parking Space (if any), the Share In Common Portions and the User Rights in Specified Facilities collectively described in Part III of the 6<sup>th</sup> Schedule below (collectively Said Flat And Appurtenances).

## 5. Background, Representations, Warranties and Covenants

5.1 Representations and Warranties Regarding Title: The Owners represent, warrant and covenant regarding title as follows:

By an Indenture dated 14th December, 1940, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No. 8, at Pages 131 to 136, being Deed No. 89 of 1941, Khondkar Fazies Sobhan and Fuzal Haque sold land measuring about 1 (one) Bigha 15 (fifteen) Cottahs 5 (five) Chittacks and 1 (one) Square Feet, being the portion of C.S. Dag No. 116 and 118, recorded under C.S. Khatian Nos. 160, 267, 150 and 255, Touji Nos. 151 and 152, Mouza Khaspur, Parganas Khaspur, Police Station Tollygunge, District 24 Parganas, in favour of Smt. Ela Chatterjee and Kanailal Chatterjee (“Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee”).

By a Deed of Partition dated 31st July, 1946, registered at the office of the District Sub-Registrar, Alipore, 24 Parganas, in Book No. I, Volume No. 53, at Pages 9 to 20, being Deed No. 2740 for the year 1946, made between the said Smt. Ela Chatterjee and Kanailal Chatterjee, whereby the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee was divided and demarcated into 2 (two) parts. And Smt. Ela Chatterjee was allotted land measuring about 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet out of the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee (“Smt. Ela Chatterjee’s Property”) and Kanailal Chatterjee was allotted land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, being the remaining portion of Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee (“Kanailal Chatterjee’s Property”).

3. Subsequently, the share of Smt. Ela Chatterjee in the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee, being land measuring about 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet has been renamed and came to be known as Municipal Premises No. 189/A, Netaji Subhas Chandra Bose Road (previously known as Municipal Premises No. 3, Regent Grove Road), Kolkata-700040.

4. By a Deed of Sale dated 19th April, 1947, registered at the office of the Sadar Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 27, at Pages 30 to 36, being Deed No. 1253 for the year 1947, Kanailal Chatterjee sold the entirety of Kanailal Chatterjee’s Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, in favour of Debi Prasanna Chatterjee (“Debi Prasanna Chatterjee’s Property”).

5. Subsequently, Debi Prasanna Chatterjee’s Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet has been renamed and came to be known as Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Kolkata-700040.

6. Debi Prasanna Chatterjee died on 19th August, 1974, after publishing his last Will and Testament dated 14th October, 1970 (“Will of Debi Prasanna Chatterjee”), whereby Late Debi Prasanna Chatterjee bequeathed all his movables, immovables properties including Debi Prasanna Chatterjee’s Property, in favour of his wife Smt. Ela Chatterjee with power to sell,

transfer, make gift or otherwise dispose of all his properties including Debi Prasanna Chatterjee's Property.

7. Smt. Ela Chatterjee subsequently applied before the District Delegate Judge at Alipore for grant of Probate and by an Order dated 16th September, 1976, the Learned 5th Senior Judge, Alipore granted probate in Case No. 184 of 1978 under Act 39 on 20th December, 1976.

8. Thus, by virtue of the Will of Debi Prasanna Chatterjee and the said Probate Order dated 20th December, 1976, Smt. Ela Chatterjee became the absolute owner of entirety of the Debi Prasanna Chatterjee's Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Kolkata-700040.

9. By a Deed of Lease dated 12th October, 1988, registered at the office of the Additional District Sub-Registrar, Alipore, in Book No. I, Volume No. 282, at Pages 1 to 6, being Deed No. 11927 for the year 1988, Smt. Ela Chatterjee (as lessor) granted lease for a period of 99 (ninety nine) years in respect with land measuring about 7 (seven) Cottahs out of Ela Chatterjee's Property, situate, lying at and being Municipal Premises No. 189/A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Chiradip Lahiri and Smt. Indrani Lahiri (jointly being the lessee).

10. Smt. Ela Chatterjee, a Hindu, died on 2nd November, 1998 after having published her last Will and Testament dated 31st December, 1991 ("Will of Smt. Ela Chatterjee") and surviving her 2 (two) sons, namely, Partha Chatterjee and Siddhartha Chatterjee and 2 (two) daughters, namely, Smt. Indrani Lahiri and Smt. Padmini Chatterjee.

11. By virtue of Will of Smt. Ela Chatterjee, Smt. Ela Chatterjee bequeathed upper floor flat at Premises No. 3, Regent Grove Kolkata-700040 in favour of her eldest son Partha Chatterjee and daughter-in law Vivene Teeresa Chatterjee. She further bequeathed ground floor flat in favour Jaydeep Lahiri, being the younger son of her daughter Smt. Indrani Lahiri. Further, land measuring about 7 (seven) Cottahs, situate, lying at and being Municipal Premises No. 3, Regent Grove, Kolkata-700040 was bequeathed in favour of Chirodeep Lahiri and Smt. Indrani Lahiri. And out of the other portion of Municipal Premises No. 3, Regent Grove containing land measuring about 17.5 (seventeen point five) Cottahs, land measuring about 3.5 (three point five) Cottahs was bequeathed in favour of Smt. Maruska Chatterjee, being her grand-daughter from her daughter Padmini Chatterjee and the balance land measuring about 14 (fourteen) Cottahs was bequeathed in favour of her two sons, Partha Chatterjee and Siddhartha Chatterjee. It is important to note that, Smt. Ela Chatterjee did not bequeath any property to her daughter Padmini Chatterjee.

12. Smt. Ela Chatterjee appointed her younger son Siddhartha Chatterjee as her only Executor of the Will of Smt. Ela Chatterjee, who after demise of Smt. Ela Chatterjee has applied for probate of the said Will of Smt. Ela Chatterjee before the Hon'ble High Court at Calcutta, vide P.L.A. No. 128 of 2001. The said probate application was contested and thus was renumbered as Testamentary Suit No. 4 of 2012 ("Said Testamentary Suit").

13. During pendency of the Said Testamentary Suit, Smt. Indrani Lahiri, being one of the daughters of Late Ela Chatterjee, died on 3rd September, 2003, leaving behind surviving her 2 (two) sons, namely, Joydeep Lahiri and Chiradeep Lahiri as her only legal heirs and successors.

14. During the pendency of the Said Testamentary Suit, Siddhartha Chatterjee, being one of the sons and sole executor of Will of Smt. Ela Chatterjee died on 7th May, 2016, leaving behind him surviving his only son Debaprem Chatterjee, as his only legal heir.

15. During the pendency of the Said Testamentary Suit, all legatees of Late Ela Chatterjee arrived into a settlement and the Will of Smt. Ela Chatterjee could not be proved before the Hon'ble High Court. Subsequently, after the demise of the sole executor Siddhartha

Chatterjee, all legatees of Late Ela Chatterjee prayed before the Hon'ble High Court and the Said Testamentary Suit was dismissed on the ground of non-prosecution by its Order dated 20th June, 2019. Thus, Partha Chatterjee, Smt. Padmini Chatterjee, Joydeep Lahiri, Chiradeep Lahiri and Debaprem Chatterjee (collectively "Partha Chatterjee And Others") became the joint owners of the Municipal Premises No. 189A, Netaji Subhas Road and 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, each of them having their respective share therein.

16. During the pendency of the Said Testamentary Suit, both Partha Chatterjee and Siddhartha Chatterjee entered into an Agreement For Development dated 15<sup>th</sup> January, 2001 with Pace Dealcom Private Limited in respect with land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 6 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040. A Power of Attorney dated 3<sup>rd</sup> January, 2000 was also granted in favour of Pace Dealcom Private Limited.

17. During the pendency of the Said Testamentary Suit, by a Deed of Conveyance dated 6<sup>th</sup> February, 2012, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 7, at Pages 1215 to 1229, being Deed No. 2929 for the year 2012, Partha Chatterjee sold his undivided 1/4<sup>th</sup> (one-fourth) share in land measuring about 12 (twelve) Cottahs, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).

18. By another Deed of Conveyance dated 6<sup>th</sup> October, 2012, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2018, at Pages 223762 to 223788, being Deed No. 190105395 for the year 2018, Partha Chatterjee sold his undivided 1/4<sup>th</sup> (one-fourth) share in land measuring about 17 (seventeen) Cottahs 6 (six) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).

19. By another Deed of Conveyance dated 1<sup>st</sup> July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 93172 to 93204, being Deed No. 160101941 for the year 2019, Partha Chatterjee [being represented by his constituted attorney Pradeep Banerjee, appointed by a Power of Attorney dated 6<sup>th</sup> February, 2012, registered at the office of the Additional Registrar of Assurance-III, Kolkata, in Book No. IV, CD Volume No. 2, at Pages 546 to 556, being Deed No. 00736 for the year 2012] sold his undivided 1/4<sup>th</sup> (one-fourth) share in land measuring 7 (seven) Cottahs equivalent to land measuring about 1 (one) Cottah and 12 (twelve) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).

20. By a Deed of Conveyance dated 25<sup>th</sup> July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107267 to 107306, being Deed No. 160102228 for the year 2018, Smt. Padmini Chatterjee sold her undivided 1/4<sup>th</sup> (one-fourth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 4 (four) Cottahs 4 (four) Chittacks and 32 (thirty two) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt. Padmini Chatterjee and one of legatees of Will of Smt.

Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102228 for the year 2018.

21. By another Deed of Conveyance dated 25<sup>th</sup> July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107339 to 107377, being Deed No. 160102229 for the year 2019, Smt. Padmini Chatterjee sold her undivided 1/4<sup>th</sup> (one-fourth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 1 (one) Cottah and 12 (twelve) Chittacks, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt. Padmini Chatterjee and one of legatees of Will of Smt. Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102229 for the year 2018.

22. By another Deed of Conveyance dated 25<sup>th</sup> July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107378 to 107415, being Deed No. 160102230 for the year 2019, Smt. Padmini Chatterjee sold her undivided 1/4<sup>th</sup> (one-fourth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittack and 10 (ten) Square Feet equivalent to land measuring about 2 (two) Cottah 12 (twelve) Chittacks and 33 (thirty three) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt. Padmini Chatterjee and one of legatees of Will of Smt. Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102230 for the year 2018.

23. By a Deed of Conveyance dated 25<sup>th</sup> July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107463 to 107500, being Deed No. 160102233 for the year 2019, Debaprem Chatterjee sold his undivided 1/12<sup>th</sup> (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

24. By a Deed of Conveyance dated 25<sup>th</sup> July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107501 to 107536, being Deed No. 160102234 for the year 2019, Debaprem Chatterjee sold his undivided 1/12<sup>th</sup> (one-twelfth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 9 (nine) Chittacks and 15 (fifteen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

25. By a Deed of Conveyance dated 25<sup>th</sup> July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107537 to 107572, being Deed No. 160102235 for the year 2019, Debaprem Chatterjee sold his undivided 1/12<sup>th</sup> (one-twelfth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 14 (fourteen) Chittacks and 38.5 (thirty eight point five) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

26. By a Deed of Conveyance dated 11<sup>th</sup> September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138816 to 138856, being Deed No. 160102842 for the year 2019, Debaprem Chatterjee sold his undivided 1/12<sup>th</sup> (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

27. By a Deed of Conveyance dated 11<sup>th</sup> September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138857 to 138896, being Deed No. 160102843 for the year 2019, Debaprem Chatterjee sold his undivided 1/12<sup>th</sup> (one-twelfth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 9 (nine) Chittacks and 15 (fifteen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

28. By another Deed of Conveyance dated 11<sup>th</sup> September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138897 to 138936, being Deed No. 160102844 for the year 2019, Debaprem Chatterjee sold his undivided 1/12<sup>th</sup> (one-twelfth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittack and 10 (ten) Square Feet equivalent to land measuring about 14 (fourteen) Chittacks and 38.5 (thirty eight point five) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

29. By a Deed of Conveyance dated 6<sup>th</sup> May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 260199 to 260232, being Deed No. 160107486 for the year 2022, Debaprem Chatterjee sold his



undivided 1/12<sup>th</sup> (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

30. By a Deed of Conveyance dated 18<sup>th</sup> May, 2022, registered at the office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260094 to 260128, being Deed No. 160307475 for the year 2022, Joydip Lahiri sold his undivided 1/8<sup>th</sup> (one-eighth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 2 (two) Cottahs 2 (two) Chittacks and 16 (sixteen) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

31. By another Deed of Conveyance dated 18<sup>th</sup> May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260020 to 260057, being Deed No. 160307472 for the year 2022, Joydip Lahiri sold his undivided 1/8<sup>th</sup> (one-eighth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 14 (fourteen) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

32. By another Deed of Conveyance dated 18<sup>th</sup> May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260058 to 260093, being Deed No. 160307476 for the year 2022, Joydip Lahiri sold his undivided 1/8<sup>th</sup> (one-eighth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 17 (seventeen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

33. By a Deed of Conveyance dated 8<sup>th</sup> September, 2021, registered at the office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110472 to 110517, being Deed No. 160102073 for the year 2021, Chiradeep Lahiri sold his undivided 1/8<sup>th</sup> (one-eighth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 2 (two) Cottahs 2 (two) Chittacks and 16 (sixteen) Square Feet, situate, lying at and being Municipal

Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

34. By another Deed of Conveyance dated 8<sup>th</sup> September, 2021, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110730 to 110774, being Deed No. 160102078 for the year 2021, Chiradeep Lahiri sold his undivided 1/8<sup>th</sup> (one-eighth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 14 (fourteen) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

35. By another Deed of Conveyance dated 8<sup>th</sup> September, 2021, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110427 to 110471, being Deed No. 160102072 for the year 2021, Chiradeep Lahiri sold his undivided 1/8<sup>th</sup> (one-eighth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 17 (seventeen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

36. Thus, Pace Dealcom Private Limited (being the Owner No. 1 herein), Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein) become the joint and absolute owners of land measuring about (i) 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040 and (ii) 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, totalling to land measuring 35 (thirty five) Cottahs 5 (five) Chittacks and 1 (one) Square Feet.

By dated 27-06-2022, Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040 and 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040 were amalgamated into one single Municipal holding and came to be known as Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, i.e. the said Property.

Property. The Owners have recorded their names in the records of the Land Revenue Officer, vide L.R. *Khatian* Nos.1628, 1629, 2307, 2308 and 2309.

Said Development Agreement: For the purposes of developing the Said Property, the Owners and the Company have entered into a Development Agreement dated 18th July, 2023, registered in the Office of the DSR-III, South 24 Parganas, in Book I, Volume No. 1603-

2023, Pages 291022 to 291066, being Deed No. 160310538 for the year 2023(Development Agreement).

Sanction of Plan: For the purpose of developing and commercially exploiting the Said Property by selling Flats, the Developer has got a Building Plan sanctioned by Kolkata Municipal Corporation, being B.P. No. 2023100261 dated 21<sup>st</sup> March 2024 (Sanctioned Plans, which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, from time to time by KMC and other Authorities).

WB RERA Registration: That the project is registered under West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

Approach by Purchasers: The Purchasers approached the Developer to purchase the Said Flat And Appurtenances described in Part-III of the 6<sup>th</sup> Schedule below.

Said Agreement: Further, by an Agreement For Sale dated \_\_\_\_\_ executed between the Parties (Sale Agreement) and the Owners and the Developer have agreed to sell and convey to the Purchaser the Said Flat, Said Parking Space, if any and the Share In The Common Portions, collectively being the Said Flat And Appurtenances described in Part-III of the 6<sup>th</sup> Schedule below.

Conveyance to the Purchasers: In pursuance of the Sale Agreement, the Owners and the Developer are completing the sale of the Said Flat And Appurtenances in favour of the Purchasers, by these presents.

## 6. Transfer

6.1 Hereby Made: The Developer hereby sells, conveys and transfers to and unto the Purchasers, absolutely and forever, free from all encumbrances of any and every nature whatsoever:

Said Flat: The Said Flat, described in Part-I of the 6<sup>th</sup> Schedule below.

Said Parking Space: The Said Parking Space, described in Part-II of the 6<sup>th</sup> Schedule below.

Share In The Common Portions: The undivided, variable, impartible, proportionate share in the Common Portions, described in the 2<sup>nd</sup> Schedule below, as is attributable to the Said Flat and Said Parking Space, if any.

Other Rights: All other rights appurtenant to the Said Flat.

6.2 Hereby made: The Owners hereby sell, convey and transfer to and unto the Purchasers, absolutely and forever, free from all encumbrances of any and every nature whatsoever:

6.2.1 Land Share: undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat, i.e. the Land Share. The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

7. Consideration: The aforesaid transfer of the Said Flat And Appurtenances is being made in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (Consideration) receipt of which the Owners and the Developer hereby as well as in the Memo of Receipts below written, admit and acknowledge.

8. Terms of Transfer

8.1 Conditions Precedent:

8.1.1 Title, Plan and Construction: The Purchasers have examined or caused to be examined the following and the Purchasers are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same:

- (a) The right title and interest of the Owners in respect of the Said Property
- (b) The right title and interest of the Developer in the Said Building and the Said Flat And Appurtenances;
- (c) The Plans sanctioned by the Kolkata Municipal Corporation, being B.P. No. 2023100261 dated 21<sup>st</sup> March 2024;
- (d) The construction and completion of the Said Building, the Common Portions and the Said Flat And Appurtenances including the quality, specifications, materials, workmanship and structural stability thereof.
- (e) The Developer has expressly declared to the Purchasers that, the Purchasers shall not have any right, title or interest with respect to the other common portion and facilities of the Said Building other than specified herein. Further the Developer shall be entitled to provide common areas and facilities to the owners/Flat holders of residential portion of the Said Building according to its discretion, to which the Purchasers shall also not have any objection or claim of any nature whatsoever.

8.1.2 Measurement: The Purchasers are satisfied regarding the same and agree and covenant not to ask for any details or question regarding the computation of area or make any claims in respect thereof.

8.2 Salient Terms: The transfer of the Said Flat And Appurtenances being affected by this Conveyance is:

8.2.1 Sale: a Sale within the meaning of the Transfer of Property Act, 1882.

8.2.2 Absolute: absolute, irreversible and forever.

8.2.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to lispensens, attachments, liens, charges mortgages, trusts, debaters, reversionary rights, residuary rights, claims and statutory prohibitions.

8.2.4 Benefit of Common Portions: together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the 2<sup>nd</sup> Schedule below, in common with the other Flat holders and the Owners.

8.2.5 Other Rights: Together with all other rights appurtenant to the Said Flat And Appurtenances.

8.3 Subject to: The transfer of the Said Flat And Appurtenances being affected by this Conveyance is subject to:

8.3.1 Payment of Common Expenses: the Purchasers regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively Common Expenses), indicative list of which is given in the 2<sup>nd</sup> Schedule below, to the Association (defined in Clause 3.1 of the 5<sup>th</sup> Schedule below). It is important to mention that, the Common Expenses as mentioned in the 2<sup>nd</sup> Schedule below shall be applicable only with respect to the residential units only and shall be payable by the residential unit owners, proportionately. The unit holders of commercial units shall have different body/association for maintaining and accruing all costs and expenses for maintenance and upkeep of the common portions, applicable to the commercial units.

8.3.2 Easements And Quasi-easements: observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively Easement And Quasi-easement), described in the 4<sup>th</sup> Schedule below.

8.3.3 Observance of Covenants: the Purchasers observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the 5<sup>th</sup> Schedule below.

8.3.4 Indemnification: indemnification by the Owners and the Developer about the correctness of their title, extent of authority.

8.3.5 Indemnification by Purchasers: indemnification by the Purchasers about the Purchasers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchasers hereunder. The Purchasers agree to keep indemnified the Owners, Developer and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner, Developer and/or its successors-in-interest by reason of any default of the Purchasers.

## 9. Possession

9.1 Delivery of Possession: Khas, vacant, peaceful and satisfactory possession of the Said Flat And Appurtenances has been handed over by the Developer to the Purchasers which the Purchasers admit, acknowledge and accept.

## 10. Outgoings

10.1 Developer to Bear: All taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Purchasers (Possession Date), whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances shall be borne, paid and discharged by the Purchasers from the Possession Date.

## 11. Holding Possession

11.1 Purchasers Entitled: The Developer and the Owners hereby covenant that the Purchasers shall and may, from time to time, from the date of possession, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and Developer

or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Owners and the Developer.

## 12. General

12.1 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having completely satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual.

## 13. Interpretation

13.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

13.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

13.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

13.4 Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

### 1<sup>st</sup> Schedule

(Said Property)

ALL THAT the piece or parcel of land measuring about 1 (one) Bigha 15 (fifteen) Cottahs 5 (five) Chittacks and 1 (one) square feet together with the buildings, dwelling units, outhouses, sheds, other structures about 16418.1926 (sixteen thousand four hundred and eighteen point one nine two six) square feet standing thereon, situate lying at and being Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Police Station Tollygunge, Kolkata-700040 within Ward No.98 of the Kolkata Municipal Corporation and the said Property is delineated on the Plan attached hereto and bordered in Green colour thereon and butted and bounded as follows in the following manner:

On the North: By South-West KMC Road;

On the East: By 199 NSC Bose Road;

On the South: By 39' wide Regent Grave Road; and

On the West: By Regent Grave Road.

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

### 2<sup>nd</sup> Schedule

(Common Portions)

Double Height Community Hall	Plantation all around the driveway
Landscaped Garden	DTH TV and Broadband provision
Fitness Gymnasium	Intercom Facility
Swimming pool with toddlers pool	CCTV Surveillance
Beautiful Entrance Lobby with Gate	Multipurpose court
Outdoor Children's Play Area	Yoga & Meditation Area
Indoor Games Room	24 Hour Power Back up

Waterfall feature

24 Hour Filtered water Supply

3<sup>rd</sup> Schedule  
(Common Expenses)

1. Association: Establishment and all other expenses of the Association as to be decided time to time by the Flat Owners of the building including its formation, office and miscellaneous expenses.
2. Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities.
3. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Specified Facilities.
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating and all other expenses, GST and charges related to the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Building].
6. Operational: All expenses for running and operating all machinery, equipment and installation comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installation including their license fees, GST and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities.
7. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
8. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any.  
[Note: To be Paid by the Unit Owners of Residential Portion of Said Building only, in Proportionate Share]

4<sup>th</sup> Schedule  
(Easements and Quasi-easements)

The Purchasers and the other Intending Purchasers shall allow each other, the Owners/Developer and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchasers shall also be entitled to the same:

Right of Common Passage on Common Portions: The right of common passage, user and movement in Common Portions as specified herein.

Appurtenances of the Said Flat And Appurtenances: Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat And Appurtenances.

#### 5<sup>th</sup> Schedule (Covenants)

Transfer and Dismemberment:

No Partition: The Purchasers shall not, at any time, claim partition of the undivided impartible proportionate share in the Land of the Said Property and/or the Common Portions.

Future Transfer: Upon the execution and registration of this Conveyance in favour of the Purchasers, the Purchasers may deal with or dispose of the Said Flat And Appurtenances subject to the following conditions:

Single Lot: The Said Flat And Appurtenances shall be transferred in one lot and shall not be partitioned. In case of transfer in favour of more than one person, the same shall be done in their favour jointly.

Same Covenants: The transfer of the Said Flat And Appurtenances by the Purchasers shall not be in any manner inconsistent with this Conveyance and the covenants contained herein shall run with the land and be an integral part of such transfer.

All Dues Clear: All dues including outstanding amounts, interest, Common Expenses, electricity charges, taxes etc. relating to the Said Flat And Appurtenances payable to the Association and the Corporation respectively shall be paid by the Purchasers in full prior to the proposed transfer. Such dues, if any, shall in any event, be a charge on the Said Flat And Appurtenances.

No Confirming Parties: The Owners/Developer shall not be required to join as confirming parties or otherwise in any agreement or deed made in respect of the Said Flat And Appurtenances by the Purchasers.

## 2. Mutation, Taxes and Impositions

2.1 Mutation by Purchasers: The Purchasers shall apply for and have the Said Flat And Appurtenances separately assessed and mutated in the name of the Purchasers'.

2.2 Failure of Purchasers to Mutate: If the Purchasers fail to apply for mutation as above, the Developer shall be entitled to have the same effected and the Purchasers shall reimburse the Developer all costs and expenses incurred in this regard within 15 (fifteen) days. This is without prejudice to the other rights of the Developer.

2.3 Payment of Outgoings Till Separate Assessment: Until separate assessment of the Said Flat And Appurtenances, the Purchasers shall pay the proportionate share of the taxes and impositions (which includes Land Revenue, Rates and Taxes, Surcharge, Multistoried



Building Tax, if any, Urban Land Tax, Betterment Fees, Water Tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) levied on the whole of the Said Property and the Said Building. Upon separate assessment, the Purchasers shall pay wholly all taxes and impositions, in respect of the Said Flat And Appurtenances.

2.4 Penalty, Interest for Non/Delayed Payment: The Purchasers shall be liable to pay penalty, interest, costs, charges and expenses for non/delayed payment of such taxes and impositions, proportionately or wholly, as the case may be.

2.5 Effective Date for Payment by Purchasers: All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Said Property, the Said Building and the Said Flat And Appurtenances, accruing till the Possession Date shall be paid by the Developer and those accruing for the period thereafter shall be paid by the Purchasers wholly, in case the same relates exclusively to the Said Flat And Appurtenances and proportionately, in case the same relates to the Said Property and the Said Building.

### 3. Management and Maintenance of Common Portions

3.1 Formation of Association: The Developer/Owners and/or the Co-Owners shall form a body of Flat Owners, whether registered or unregistered (Association), for the management and maintenance of the Common Portions.

3.2 Framing of Rules and Bye-laws: The Developer, the Association, upon its formation, shall frame such rules, regulations and bye-laws for the common matters as the Developer or the Association may consider necessary but not inconsistent with the provisions herein and the Purchasers shall abide by the same for the beneficial common enjoyment of the Said Building.

### 4. Association

4.1 Membership: The Purchasers shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign all forms and papers as be necessary and be reasonably required for formation of the Association.

### 5. User of Said Flat and Common Portions:

5.1 What the Purchaser shall do: The Purchasers shall, at own costs and expenses:

5.1.1 Good Repairs: Keep the Said Flat And Appurtenances and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

5.1.2 User of the Common Portions: Use the Common Portions carefully, peacefully and quietly and only for the purposes for which they are meant.

5.2 What the Purchasers shall not do: The Purchasers shall Not do the following.

5.2.1 No Obstruction: Obstruct the Developer or Association in their acts relating to the common purposes and obstruct the Developer in selling or granting rights to any person on

any part of the Said Property and/or the Said Building along with 1 (one) covered car parking space/s (excepting the Said Flat and Appurtenances.

5.2.2 No Violating Rules: Violate any of the rules and/or regulations laid down for user of the Common Portions as to be decided by the Developer and/or Association, as defined above, upon formation.

5.2.3 No Throwing Refuse: Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions Save at the place indicated therefor.

5.2.4 No Placement of Articles in Common Portions: Place or cause to be placed any article or object in the Common Portions.

5.2.5 Use of Said Flat: Not to use the Said Flat for commercial purpose or for any other purpose other than specified herein.

5.2.6 No Injurious Activities: Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat And Appurtenances.

5.2.7 No Nuisance and Annoyance: Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats in the Said Building and/or the adjoining building or buildings.

5.2.8 No Signage: Put up or affix any sign board, name plate or other form of signage in the Common Portions or outside walls of the Said Building and/or outside walls of the Said Flat Save at the place or places provided therefor or approved in writing by the Owner/Association Provided That this shall not prevent the Purchasers from displaying a decent name plate/signage outside the main door of the Said Flat.

5.2.9 No Storing Hazardous Articles: Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat And Appurtenances.

5.2.10. No Floor Damage: Keep any heavy articles or things which are likely to damage the floors or operate any machine Save usual home appliances.

## 6. Payments and Deposits Towards and Impositions and the Common Expenses:

6.1 Punctual Deposit and Payments: Deposits and payments shall be made by the Purchasers within 8 (eight) days of the Developer's /Association's leaving its bill for the same in the Said Flat and/or at the above or last notified address of the Purchasers without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever.

6.2 Failure to Make Payment Within Time: In the event of the Purchasers failing to make payment in the manner aforesaid, the Developer /Association shall be entitled to claim and receive interest @ 15% (fifteen percent) per annum, compoundable monthly. In the event such bills remain outstanding for more than 2 (two) months, the Developer /Association shall be entitled to withhold/discontinue all the common facilities, amenities and services to the Purchasers.

6.3 Excess/Deficit Payments: Out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchasers shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchasers and/or adjusted with the future payments to be made by the Purchasers.

## 7. Miscellaneous

7.1 No Waiver: Any delay or indulgence by the Developer /Association in enforcing the terms of these presents or any forbearance or giving of time to the Purchasers shall not be construed as a waiver of any breach nor shall the same, in any manner, prejudice the rights of the Developer/Association.

7.2 Whole and Proportionate Payment: Amounts expressly payable by the Purchasers shall wholly be payable by the Purchasers in case the same relates only to the Said Flat And Appurtenances and proportionately in case they relate to the Said Property, the Said Building and the Common Portions.

7.3 Charge: All amounts becoming due and payable by the Purchasers and the liability for the same shall be and shall remain a charge on the Said Flat And Appurtenances.

7.4 Electricity Charges: All charges for the electricity consumed in the Said Flat shall be borne and paid by the Purchasers.

7.5 Metering and Cabling: The Purchasers shall be permitted to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to either the Developer, Owners or to the other occupants of the Said Building. The main electric meter shall be installed only at the common meter room in the ground floor of the Said Building. The Purchasers shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building.

6<sup>th</sup> Schedule

(Part-I)

(Said Flat)

Residential Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor, having super built-up area of approximately \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, delineated on the Plan annexed hereto and bordered in colour Red thereon comprised in the Said Building, i.e. “Amora” on the Said Property, morefully defined the 1<sup>st</sup> Schedule above.

Part II

(Said Parking Space)

### Car Parking for Medium Sized Car – Right to Park

Sl. No.	Quantity in No.	Covered/Open
1		

The Parking Space shall be allotted to the Purchasers after completion of construction of the Said Building.

If covered, the Parking Space may be in the ground floor of Said Building and if open, at any place in the ground level open of the Said Property under open to sky.

If for two wheeler, the Parking Space may be at any place in the ground level reserved for the parking of two wheelers only

The Parking Space can only be used for parking of a medium sized motor car or two wheeler of the Purchasers and not for any other purpose.

Part III

(Said Flat And Appurtenances)

[*Subject Matter of Sale*]

The Said Flat, being the flat described in Part I of the 6<sup>th</sup> Schedule above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Flat.

The right to park in the Said Parking Space, being the car/two wheeler parking space/s described in Part II of the 6<sup>th</sup> Schedule above, if any.

User Rights in Specified Facilities: Conditional right, only of user and enjoyment (User Rights) on certain amenities and facilities as may be provided [for illustration purpose only, such as swimming pool, Double height community hall, Gymnasium, Indoor play room, kids play area, Adda zone, arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/Panchayat/PWD, domestic and fire water reservoirs, deep or shallow tube well etc. (collectively Specified Facilities)].

The Undivided Interest In Common Portions, being undivided, impartible, proportionate and variable interest in the Common Portions described in the 3rd Schedule below, as be attributable and appurtenant to the Said Flat.

14. Execution and Delivery:

14.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

\_\_\_\_\_

[All being represented by their lawful and constituted attorney Realmark Evana LLP, being represented by Rashmi Lohia]

[Owner]

\_\_\_\_\_

[Realmark Evana LLP]

[Authorised Signatory]

[Rashmi Lohia]

[Developer]

\_\_\_\_\_

\_\_\_\_\_

[Purchasers]

Witnesses:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Drafted by

Receipt And Memo

Received from the within named Purchasers the within mentioned Consideration towards full and final payment of the Said Flat And Appurtenances, described in Part-III of the 6<sup>th</sup> Schedule above in the following manner:

MODE	NUMBER	DATED	BANK NAME	AMOUNT (Rs.)

Rs. \_\_\_\_\_

\_\_\_\_\_ ]

[All being represented by their lawful and constituted attorney Realmark Evana LLP, being represented by Rashmi Lohia]

[Owner]

\_\_\_\_\_

[Realmark Evana LLP]

[Authorised Signatory]

[Rashmi Lohia]

[Developer]

Witnesses:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_