

This deed of Conveyance executed on this day of December, 2019

By and Between:

SRI ASHOKE KUMAR GANGULY alias **ASHOKE KUMAR GANGULI** son of late Kalipada Ganguly,(PAN- AECPG0758D) Adhar No: by faith-Hindu, by occupation- Retired person by Nationality ; Indian, residing at Premises No. 41A, Jadavpur Central Road, Police Station- Jadavpur, Post Office-Jadavpur, Kolkata- 700 032 herein after referred to as the “**OWNER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART**. The Owner is represented by his Constituted Attorney **MRIGNAYANI COSMETICS PRIVATE LIMITED** a private limited company within the meaning of Companies Act., 1956, having PAN AABCM7965J and having its registered office at 78A, Raja Basanta Roy Road, Police Station : Tollygunge,

Post Office : Sarat Bose Road, Kolkata: 700 029 represented by it's Director **MR. MANISH AGARWALA** son of Late S.N. Agarwala, having PAN **ACGPA7460G** Aadhar No:- 697873380743, by faith- Hindu, by occupation- : business of 78A, Raja Basanta Roy Road, P.S: Tollygunge, Kolkata : 700 029 vide Power of Attorney dated _____ registered in the Office of the District Sub Registrar –II at Alipore and recorded in Book No. I Volume No. to 2020 page _____ to _____ being No. _____ for the year 2020.

AND

MRIGNAYANI COSMETICS PRIVATE LIMITED a private limited company within the meaning of Companies Act., 1956, having PAN - AABCM7965J and having its registered office at 78A, Raja Basanta Roy Road, Police Station – Tollygunge, Post Office – Sarat Bose Road, Kolkata- 700 029, represented by its Director SRI MANISH AGARWALA, having PAN- ACGPA7460G, Aadhar No:- 697873380743, Son of late S. N. Agarwala by occupation : Business of 78A, Raja Basanta Roy Road, Police Station : Tollygunge, Post Office : Sarat Bose Road, Kolkata : 700 029, herein after referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successors-in-interests executors, administrators, legal representatives and assigns) of the **SECOND PART**

AND

Mr..... (PAN-.....), S/o....., **by faithby occupation** residing at hereinafter referred to as the ‘**PURCHASER**’ (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include each of their respective legal heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the **THIRD PART**.

WHEREAS:**WHEREAS :**

- a. on 17.03.1942 The Jadavpur Estate Limited a Private Company incorporated under Companies Act 1913 having its office at 74, Bondel Road, P.S. Ballygunge, Kolkata 700019 executed a Permanent Deed of Lease in favour of Sri Kalipada Ganguly, son of Late Ashutosh Ganguly in respect of land measuring an area of Twelve Cottahs and Fourteen point Five Chittaks more or less comprised in Dag Nos.342, 343, 346 and 347 Khatian No. 57, 76 and 77 of Mouza Ibrahimpur, J.L No.36 Touzi No.237 Police Station the then Sadar Tollygunge now Jadavpur District the then 24 Parganas now South 24 Parganas together with all easementary rights attached thereto on the terms and conditions as stated therein along with right of alienation of the property to any person free from all encumbrances. The said property has been fully described in the Schedule to the said Deed of Permanent Lease and simultaneously on the execution of the said Deed of Lease the said Jadavpur Estate Limited delivered possession of the aforesaid property in favour of said Kalipada Ganguly. The said Deed was registered in the office of the Sadar Joint Sub Registrar at Alipore District the then 24 Parganas and recorded in Book No.I, Volume No.16 at Pages 106 to 115 Being No.427 for the year 1942.
- b. the said Kalipada Ganguly since from the date of execution of the aforesaid Deed of Permanent Lease was in physical possession of the aforesaid property on payment of rates and taxes to the Superior Land lord the said The Jadavpur Estate Limited.
- c. the said Kalipada Ganguly on 17.03.1942 further purchased 3 and ½ Chittaks of land comprised in C.S Dag No 345, C.S. Khatian No. 16 of Mouza : Ibrahimpur, J.L. No. 36 Touzi No.237 Police Station the then Sadar Tollygunge now Jadavpur District the then 24 Parganas now South 24 Parganas together with all easementary rights attached thereto contiguous to the aforesaid plot of land by virtue of Sale Deed from the aforesaid The Jadavpur Estate Limited a Private Company . The said Deed was registered in the office of the Sadar Joint Sub Registrar at Alipore District the then 24 Parganas and recorded in Book No.I, Volume No.13 at Pages 125 to 131 Being No.429 for the year 1942.

- d. after purchase of the aforesaid land the said Kalipada Ganguli was in physical possession of All that the land measuring an area of 13 Cottahs 02 Chittaks comprised in Dag Nos. 342, 343, 345, 346 and 347 Khatian Nos. 16, 57, 76 and 77 Mouza Ibrahimpur, J.L No.36 Touzi No.237 Police Station the then Sadar Tollygunge now Jadavpur District the then 24 Parganas now South 24 Parganas now South 24 Parganas.
- e. after the enactment of West Bengal Estate Acquisition Act 1953, the said Kalipada Ganguly was the Rayat directly under the Government of West Bengal in respect of land measuring an area of Twelve Cottahs and Fourteen and $\frac{1}{2}$ Chittaks more or less comprised in Dag Nos.342, 343, 346 and 347 Khatian No.57, 76 and 77 Mouza Ibrahimpur, J.L No.36 Touzi No.237 Police Station the then Sadar Tollygunge now Jadavpur District the then 24 Parganas now South 24 Parganas together with all easementary rights attached thereto.
- f. aforesaid property has been mutated in the record of the Jadavpur Municipality and has been known and numbered as Premises No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032, District 24 Parganas now South 24 Parganas.
- g. the said Kalipada Ganguly constructed Two Storied Building on the portion land measuring an area of 13 Cotthas 02 Chittaks more or less comprised in Dag Nos. 342, 343, 345, 346 and 347 Khatian Nos. 16, 57, 76 and 77 Mouza Ibrahimpur, J.L No.36 Touzi No. 237 Police Station the then Sadar Tollygunge now Jadavpur District the then 24 Parganas now South 24 Parganas.
- h. on 01.11.1974 the said Kalipada Ganguly during his lifetime executed a Deed of Settlement in respect of All that the land measuring an area of Seven Cottahs Two Chittaks more or less together with two storied building standing thereon on a portion of the aforesaid property at Premises No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032. The said Deed was registered in the office of Sub Registrar at Alipore and recorded in Book No.I, Volume No.27 at Pages 70 to 74 Being No.420 for the year 1974.
- i. by virtue of the aforesaid Deed Smt. Ruma Mukherjee alias Ganguli, daughter of Kalipada Ganguly has life interest in respect of four rooms, kitchen, along with other facilities lying therein in respect of the portion of the property at Premises No.41A, Jadavpur Central

Road, Police Station Jadavpur, Kolkata 700032 and Sri Ashoke Kumar Ganguli son of Kalipada Ganguly is the beneficiary of the other portion of the property at Premises No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032 and it has been further declared that in the absence of said Smt. Ruma Ganguli, the said Ashoke Kumar Ganguli is the ultimate beneficiaries of in respect of All that the land measuring an area of Seven Cottahs Two Chittaks more or less together with two storied building standing thereon on a portion of the aforesaid property at Premises No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032. The Kalipada Ganguli died on 05.12.1978. The wife namely Smt Usha Rani Ganguli predeceased him, she died on 29th November 1959.

- j. it has been specifically stated in the Settlement deed that on the expiry of 15 years from the date of execution of the said Deed of Trust and/or the death of the Settler, the said Trust came to an end and the said Ashoke Kumar Ganguli is the absolute owner in respect of All that the land measuring an area of Seven Cottahs Two Chittaks more or less together with two storied building standing thereon on a portion of the aforesaid property at Premises No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032.
- k. the said Ruma Mukherjee alias Ganguli died on 29.01.2008 and on her death her life estate in respect of portion of the property will come to end.
- l. thus on the death of aforesaid Kalipada Ganguli and Ruma Ganguli, the said Ashoke Kumar Ganguly thus became the sole and absolute owner of in respect of All that the land measuring an area of Seven Cottahs Two Chittaks more or less together with two storied building standing thereon ground floor having an area of 2500 Square feet more or less and First floor having an area of **2875** Square feet more or less at Premises No.41A, Jadavpur Central Road, Police Station Jadavpur, Kolkata 700032 more fully and particularly described in the First Schedule hereunder written free from all encumbrances.
- m. the said Ashoke Kumar Ganguli mutated his name as the sole owner in the record of the Kolkata Municipal Corporation in respect of the land and building at the property at Premises No.41A, Jadavpur Central Road having Assessee No.210950300462.

- n. In the manner stated above, the present Owner herein become the absolute Owner of the said premises and were in possession of the said premises and the Owner has a marketable title thereto.
- o. The Owner has already obtained the NOC under the U L C A Act 1976 in respect of the entire said Premises as preparatory for the sanction of Plan.
- p. the OWNER being desirous of developing the said aforesaid First Schedule Property, approached the Developer to enter into a development agreement for development of the property lying situate at and being Premises No. 41A , Jadavpur Central Road, Police Station: Jadavpur ,Kolkata:700032, District South 24 Parganas within ward no 95 of the Kolkata Municipal Corporation morefully and particularly described in the First Schedule hereunder written (herein after referred to as the said first schedule property) The said agreement was registered in the office of Additional District Sub Registrar at Alipore and recorded in book no I, Volume No : at Pages to , Being No : for the year 2018.Simultaneously with the execution of this agreement for development the Owner also executed a development Power in favour of the Developer . The said Power of Attorney dated 16/05/2018 was registered in the Office of the Additional District Sub Registrar at Alipore and recorded in Book No. I Volume No.1605 to 2018 page 102272 to 102305 being No.160503047 for the year 2018.
- q. That thereafter after sanction of the building plan and for other reason as stated in the supplementary agreement, the Owner and the Developer has executed a supplementary agreement on ----- and having their separate allocation . The said supplementary agreement dated was registered in the Office of the District Sub Registrar –II at Alipore and recorded in Book No. I Volume No. to 2020 page to being No.----- for the year 2020 and further executed a development power on the said development power dated was registered in the Office of the District Sub Registrar –II at Alipore and recorded in Book No. I Volume No. to 2020 page to being No.----- for the year 2020 .
- r. The Land is earmarked for the purpose of building primarily a “Residential” project comprising a single building having ground plus

four upper floors (G + 04) (“**Building**”) and having Units of various sizes and specifications and the said project shall be known as “**Project**”;

- s. In terms of the Development Agreement, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Land on which Project is to be constructed have been completed;
- t. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide sanction No. 2019100138 dated 03.12.2019
- u. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from _____ Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- v. The Promoter has applied to register the Project under the provisions of the Act;

OR

- w. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;
- x. The Allottee had applied for a Unit in the Project vide and has been allotted the Unit no. [] having carpet area of [] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [] square feet aggregating to Net Area of [Carpet Area of Unit + EBVT Area=] square feet:
- y. type [], on [] floor in the Building (“**Unit**”) along with [] number of covered car parking space bearing nos. [] in the [] *[Please insert the location of the Car Parking/covered parking]*, (“**Car Parking**”) as permissible under the applicable law and of pro rata share in the Common Areas (*defined hereinafter*) (the Unit and Car Parking hereinafter collectively referred to as the "**Apartment**", more particularly described in **Part II of Schedule A** and the floor plan of the Apartment are annexed hereto and marked as **Schedule B**);
- z. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations

detailed herein. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Anjan Ukil and of such other documents as are specified under the Act.

- aa. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- bb. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- cc. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment on ownership basis.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1) That in consideration of the said agreement and in further consideration of a sum of Rs. _____) well and truly paid by the Purchaser/Allottee to the Promoter at or before execution of these presents (the receipt whereof the promoter doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the promoter and then owner both hereby sell transfer convey assure and assign unto and to the purchaser FIRSTLY ALL THAT the Flat No. _____ admeasuring _____ super built area on the 1ST Floor of the complex known as " _____ " at the said premises as shown on the plan of the said 1ST Floor bordered RED thereon together WITH ONE COVERED CAR PARKING SPACE at the said premises AND SECONDLY ALL THAT the undivided proportionate share in all common parts portions area (except those specifically retained by the developer) (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND THIRDLY ALL THAT the undivided proportionate share or interest in the land comprised in the said premises described under the FIRST SCHEDULE hereto attributable thereto (hereinafter collectively referred to as THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) TOGETHER

WITH the right to use the common parts, portions, areas installations and facilities in the common with the other co-purchaser and the promoter and the other lawful occupants of the building as set out under the THIRD SCHEDULE hereto BUT EXCEPTING AND RESERVING such rights easement quasi-easements privileges reserved for any particular flat/units and / or the Promoter /holding organization/ and facility managers respective agents appointed by them (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) AND TOGETHER WITH all easements and quasi-easements and provisions in connection with the beneficial use and enjoyment of the said flat/unit and the properties appurtenant Thereto (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said FLAT/UNIT/APPARTMENT AND THE PROPERTIES APPURTENANT THERETO hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of purchaser SUBJECT TO due performance of and compliance with the Restrictions/house rules (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) and also subject to purchaser making payment of the maintenance charges /common expenses and other charges payable in respect of the said flat/unit and the properties appurtenant Thereto (such maintenance charges and common expenses more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) to the promoter or its agents and facility manager appointed by them and to the holding organization and / or their respective agents upon the maintenance being handed over by the developer to the holding organization.

- 2) AND THE PROMOTER AND THE OWNERS HEREBY CONVENANT WITH THE PURCHASER as follow:-
 - A) THAT notwithstanding any act deed matter or thing whatsoever by the promoter or the owners done or executed or knowingly suffered to the contrary the promoter and the owners are now lawfully rightfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said flat/unit and properties Appurtenant Thereto as described under the Fourth Schedule hereto and hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- B) That notwithstanding any act deed or things whatsoever done as aforesaid the developer and /or the co-owners now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the said flat/unit and the properties appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the purchaser in the manner as aforesaid.
- C) That the said flat/unit and properties appurtenant thereto hereby sold granted and conveyed or intended so to be is now free from all claims demands encumbrances liens attachments lispendents debuttar or trusts made or suffered by the Promoter or the owners or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Promoter / owners.
- D) THAT the purchase shall and may at all times hereafter peacefully and quietly hold possess and enjoy the said flat/unit and properties appurtenant Thereto hereby receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the promoter/owners or any person persons having or lawfully or equitable claiming as aforesaid.
- E) THAT the purchaser shall be freed cleared and absolutely discharges saved harmless against all estates charges encumbrances liens attachments lispendents debuttar or trust or claims and demands whatsoever created occasioned or made by the developers/owners or any person or persons having or lawfully or equitably claiming as aforesaid.
- F) AND FURTHER THAT the promoter / owners and all persons having or lawfully or equitable claiming any estate or interest in the said flat/unit and properties appurtenant thereto hereby or any part thereof through under or in trust for the promoter/owners shall and will from time and all times hereafter at the request and cost of the purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said unit and every part thereof unto and the use of the purchaser in the manner as aforesaid as shall or may be reasonably required.

G) THAT the promoter / owners have not at any time done or executed or knowingly suffered or been party to any act or thing save and except consent to any home-loan bank or financial institution for granting home loans to various flat purchasers and whereby and where under the said flat/unit and properties appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can may be impeached encumbered or affected in title or otherwise.

3. **AND THE PURCHASER/ALLOTTEE SHALL TO THE END AND INTEND THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREINAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT/FLAT HEREBY CONVEYED HEREBY CONVENANT WITH THE PROMOTER** as follows:

a) THAT the purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions/house rules regarding the user of the flat/unit and also the obligations set forth in the SEVENTH SCHEDULE hereunder written.

b) THAT the purchaser shall within six months from the date of execution of these presents at his/her their cost shall apply for obtaining mutation of their names as the owner and until the said flat/unit is not separately assessed the purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed by the promoter and upon formation of the holding organization by such holding organization without raising any objection whatsoever.

c) THAT the purchaser shall at all times from the date of possession as mentioned the letter of possession be liable to pay and regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building taxes, water tax, urban land tax, if any, GST and other levies impositions and maintenance and outgoings (hereinafter referred to as the **rates and taxes**) which may from time to time be imposed or become payable in respect of the said flat/unit and proportionately for the building as a whole and proportionately for the common parts and portions and until the mutation is effected in the names if the purchaser, the purchaser shall be liable to make payment of the proportionate share of such Rates and Taxes to the Promoter.

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

- a) THAT the undivided share in land comprised in the said premises and the proportionate share in common parts and portion hereby sold and transferred and attributable to the said flat/unit shall always remain impartible.
- b) THAT right of the purchaser shall remain restricted to the said flat/unit and proportionate share or interest in the common parts, portions, areas, facilities and /or amenities comprised in the said complex.
- c) The said housing complex shall always be known as “ ”.
- d) The purchaser on payment of deposit to CESC directly can obtain the meter and the purchaser further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or however on and for the date of presence of the flat/unit.
- e) As from the deemed date of possession as mentioned in the possession letter the purchaser shall regularly and punctually make payable of the maintenance charges/ common expenses (more fully described in the eight schedule herein under stated) payable in respect of the said flat/unit and properties appurtenant thereto to the promoter or facility manager/agents appointed by the promoter and to the holding organization upon the maintenance being handed over to them by the promoter. Such charges shall be made applicable by the vendor/ holding organization / facility manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
- f) The purchaser acknowledges that regular and timely payment of the maintenance charges is a “must” and non payment thereof is likely to adversely affect the interest of the other owners and / or occupiers of the said building and that non payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and / or occupiers of the said building and as such in the event of any default on the part of the purchaser in making payment of such maintenance charges then and in that event without prejudice to any other right which the developer and upon formation of the holding organization, the promoter and / or holding organization as the case may be shall be entitled to and hereby authorized;
 - i) to disconnect the supply of water.

- ii) to disconnect the supply of electricity,
- iii) to prevent the use of lift.

And the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% per month and the purchaser hereby further waives the right for service of notice in the event of any default in non payment of such maintenance charges.

g) upon sale and transfer of the flats units apartment constructed spaces and car parking by the promoter, the promoter and the owners of the various flat / units apartments constructed spaces and car parking shall from a holding organization / syndicate/ management company / society/ association (hereinafter referred to as the holding organization) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the purchaser hereby commits himself/herself/themselves/itself to become a member of such holding organization and to make payment of the maintenance charges to such holding organization regularly and punctually and shall also observe the rules and regulations which may be framed by such holding organization.

5. GENERAL

5.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the promoter/holding organization shall be entitled to appointment of a facility manager and the purchaser hereby consents to appointment of a facility manager and in the event of such facility manager being appointed the purchaser shall regularly and punctually make payment of the maintenance charges as more fully described in the Eighth schedule hereunder written and other amounts including the proportionate share of the remuneration which may be required to be paid to such facility manager.

5.2 The purchaser their licensees or his nominees will also hold, use and enjoy the said unit and the properties appurtenant thereto strictly subject to the easement and rights reserved and / or granted as per the FIFTH SCHEDULE hereto and subject to the due observance and performance of the House Rules and Restrictions as to the user and/or enjoyment set out under the SIXTH SCHEDULE hereto.

5.3 The said housing complex shall always be known as "AMRAPALI DHIR" comprising of buildings constructed at the said premises as also at the adjoining land and the flat holders shall not be entitled to charge the name at any time in future not to segregate or divide the housing complex.

5.4 The undivided share in the land appurtenant to the said unit shall always refer to the land of the premises in which tower/block the said flat or unit is situated.

5.5 In case the purchaser has already availed of any home loan against mortgage charge in the said unit/flat, the promoter's covenants shall always be subject to the same.

6. ENFORCEMENT OF THE CONVENANTS

6.1 The covenant regarding payment of maintenance charges / common expenses and regarding use of the common parts and portions and observance of house rules as laid down in the seventh SCHEDULE is for mutual benefit of all flat owners and in the event of any default on the part of the purchaser in making payments of the proportionate share of maintenance charges to the promoter / holding organization or facility manager/ agent appointed by them then in that event the promoter / holding organization shall be entitled to disconnect then supply of electricity , discontinue the supply of water or prevent the use of lift or discontinue generator services. IT is hereby agreed and declared by and between the parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the flat owners in the event of any default on the part of the purchaser in performing the obligations in terms of this deed the promoter/ holding organization and / or any of the flat owners shall be entitled to enforce the same.

7. RESERVATION & SUPERCESSION

7.1 This deed supersedes all writing, understandings, agreement, brochures and any other agreement between the parties hereto and to the purchaser agrees not to rely on the same save and except the applicable covenants of the said agreement for sale of the unit/flat.

7.2 The right of the purchaser shall remain restricted to the said flat/unit and common area and portions and in no event the purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the building and the said premises. Promoter shall be entitled to sell and transfer the said open spaces by way of open car parking/ two wheeler parking zones or area including to nay outside purchaser also.

7.3 It is clearly understood and envisaged that the Promoter shall always be entitled to use and utilize the side open spaces for nay of its purpose including to create car parking and vehicle zones in the side open spaces and to sell the car parking areas and spaces independently whether such open car parking spaces have

been officially sanctioned or not and the purchasers undertake not to make or raise any objection thereto.

7.4 The purchaser covenants that the purchaser and /or association shall not at any point of time object or oppose the use of the roof by the Promoter, its licensee and/or any other users and occupiers of the commercial area for installation, upkeep and / or maintenance of antenna and / or v-sat towers etc.

Schedule A

Part – I

(“Land”)

ALL THAT piece and parcel of land having area of **7 (Seven) Cottahs 2(two) Chittaks 0 (Zero) Square Feet** be the same or a little more or less, lying and situated at and being Premises No. 41A Jadavpur Central Road, Police Station- Jadavpur, Post Office-Jadavpur, Kolkata- 700 032 within ward no 93 of the Kolkata Municipal Corporation having Assessee 210950300462 No. butted and bounded by

ON THE NORTH : By Premises.41A/1 & 41A/2 Jadavpur
Central Road

ON THE EAST : By 20 feet wide KMC road

ON THE SOUTH : By 12 Feet wide KMC Road

ON THE WEST : Vacant Land

Part – II

(“Apartment”)

ALL THAT the Unit no. [] having carpet area of [] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [] square feet aggregating to a Net area of [] square feet (*super built area of [] sq. ft*), type [], on [] floor in the Building (“Unit”) along with [] number of Car Parking/covered car parking space bearing nos. [] each admeasuring [] square metre in the [] ***!Please***