

"CONVEYANCE"

1. **Dated:** ____, _____, 2017
2. **Place:** Kolkata.
3. **Parties:**
 - 3.1 **SMT BIMLA DEVI AGARWAL** wife of Arjun Das Agarwal, aged about 75 years, residing at 19B Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata - 700019, having PAN **ACSPA8895P**.
 - 3.2 **SMT BELA DEVI AGARWAL** wife of Shiv Kumar Agarwal, aged about 69 years, residing at 19B Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata - 700 019, having PAN **ACSPA8896Q**.

- 3.3 SMT SULOCHANA DEVI AGARWAL** wife of Kamal Kumar Agarwal, aged about 60 years, residing at 19B, Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata -700 019, having PAN **ACXPA6074F**.

(3.1. TO 3.3 hereinafter collectively referred to as the **Vendors**, which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns).

(all 3.1. to 3.3 being represented through their Constituted Attorneys, namely, **SHRI HARSH AGARWAL**, son of Shri Shiv Kumar Agarwal, at present residing at 19B, Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata 700019 having PAN **ACXPA1426F**, **SHRI ABHISHEK AGARWAL**, son of Shri Kamal Kumar Agarwal, at present residing at 47, Hindustan Park, P.S. Gariahat, P.O. Gariahat, Kolkata 700029 having PAN **ACXPA1434F**, and **SHRI VIVEK AGARWAL**, son of Shri Anil Kumar Agarwal, at present residing 19B Ritchie Road, P.S. Ballygunge, P.O. Ballygunge, Kolkata -700 019 having PAN **ACVPA3124C**, by virtue of General Power of Attorney 02-05-2013, registered in the office of Additional Registrar of Assurances-III, vide Book No. IV, CD Volume No. 5, Pages 3445 to 3463, being Deed No. 03033 for the year 2013.

AND

- 3.4** _____, son of _____, by faith _____, by occupation: _____ aged about _____ years, of _____ and having PAN _____ of the **SECOND PART**.

(3.4 hereinafter shall referred to as **Purchaser**, which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns).

AND

- 3.5 M/S. SHREE KRISHNA CONSTRUCTION** a registered partnership Firm having its office at 78, Bentinck Street, 5th Floor, P.S. Bowbazar, P.O. Bowbazar, Kolkata – 700001 and having its PAN **AASFS6279D** being

represented by one of its Partners and authorized representative **SRI DIPAK YADUKA** Son of Sri Basudeo Prasad Yaduka having its office at 78, Bentinck Street, P.S. Bowbazar, P.O-Bowbazar, 5th Floor, Kolkata – 700 001 **having PAN AAUPY5413B.**

(3.5 hereinafter collectively referred to as the **Developer**, which expression shall unless excluded by or repugnant to the context be deemed to mean and include its, executors, administrators, representatives and assigns).

Vendors, Purchaser(s) and Developer individually **Party** and collectively **Parties**.

NOW THIS CONVEYANCE WITNESSES:

4 Subject Matter of Sale:

4.1 **Said Unit: ALL THAT** Office Space being the Unit No.”____”, having Super Built Up Area approximately _____ sq. ft (Built-up Area approximately _____sq. ft and Carpet Area approximately _____ sq Ft) located on the ____ floor (morefully described in **Part-I of the 2nd Schedule** below and hereinafter to be referred as the “**Said Unit**”), of the proposed building named Shree Krishna Square (**Said Building**), at Municipal Premises No. 2A, Grant Lane, Kolkata-700012, Post Office: Bowbazar, Police Station- Bowbazar, more fully described in **Part-I** of the **1st Schedule** below (hereinafter referred to as the **Said Premises**). The said unit sold to the Purchaser(s) is out of the Developer’s Allocation as mutually agreed by the Owners and the Developer herein.

4.2 **Parking Space:** The right to park __ (_____) medium size (**Covered**) motor Car capable of fitting in the Dependent Mechanical Car Parking system having **Parking Space No.____.**

Note:

1. **Independent Mechanical Car Parking System** shall mean a electrically operated mechanical parking system wherein after ingress and egress the car is placed automatically by the system and thus placement of car is not dependent on any other cars.

2. **Dependent Mechanical Car Parking System** shall mean a electrically operated mechanical parking system to be shared equally by the co-parking right holder wherein one car can be dependent on the other car for placement or parking of car in the system.

4.3 **Land Share:** Undivided, impartible, proportionate and variable share (derived by taking into consideration the proportion which the built-up area of the Said Unit bears to the total built up area of the said Building) in the land underneath the Said Building at the Said Premises, as be attributable to the Said Unit (hereinafter referred to as the **Land Share**).

4.4 **Right of access to Common Portions:** Undivided, impartible, proportionate and variable right of access (derived by taking into consideration the proportion which the built up area of the Said Unit bears to the total built up area of the said Building) to the common areas, amenities and facilities of the said Building as described in the part-I of the **3rdSchedule** below (collectively **Common Portions**) Save and except the exclusive portion of the Vendor and Developer morefully described in the part-II of the **3rdSchedule** below (**Developer's/Vendor's Exclusive Common Portion**).

4.5 **Said Composite Unit:** The Said Unit, the Land Share, the right of access to Common Portions which are collectively described in **Part-III** of the **2nd Schedule** below.

5. Background:

5.1 By virtue of three separate Deed of Conveyances all dated the 19th of December, 1983 executed by and between Jagadish Prasad Agarwal and Suresh Kumar Agarwal therein jointly referred to as "**Vendors**" of the FIRST PART and Indravati Devi Agarwal as Assignor of the SECOND PART and Arjun Das Agarwal as **Confirming Party** of the THIRD PART and each respective owners being **(1) Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal (3) Smt Sulochana Devi Agarwal** as Purchaser(s) of the FOURTH PART, each owners, for consideration, acquired their respective 1/3rd share in all that piece and parcel of land ad-measuring an area of 12(Twelve) Cottahs, 1(one)

Chittaks, 7(seven) Square feet, be the same a little more or less, alongwith partly one and partly two storied brick built messuage tenement or dwelling house constructed thereon together with other appurtenances at premises No. 2A, Grant Lane, Kolkata – 700012, Police Station Bowbazar the details whereof are as follows:

Date	Purchaser(s)	Area	Registration Particulars
19.12.1983	Sulochana Devi Agarwal	1/3 undivided Share of the said Premises	BOOK No I, Volume no 389, Pages 157-165 being Deed no 13093 for the year 1983.
19.12.1983	Bela Devi Agarwal	1/3 undivided Share of the said Premises	BOOK No I, Volume no 389, Pages 142 148, being Deed no 13091 for the year 1983.
19.12.1983	Bimla Devi Agarwal	1/3 undivided Share of the said Premises	BOOK No I, Volume no 389 pages 149-156, being Deed no 13092 for the year 1983.

Thus by virtue of aforesaid deed of conveyances all dated 19.12.1983, the Owners acquired the absolute ownership right, title and interest in the said premises.

- 5.2 By a Deed of Partnership dated the 20th day of February, 1984 and revised deed of partnership dated 1st April, 1992 made and executed between the owners namely **(1) Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal (3) Smt Sulochana Devi Agarwal**, the owners commenced the partnership business under the name and style of “**UMA PROPERTIES**”.

- 5.3 That **(1) Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal and (3) Smt Sulochana Devi Agarwal** are the absolute joint owners of the said premises and the said Premises is free from all charges, claims, mortgages, demands, acquisitions, requisitions, attachment or vesting etc. of any kind whatsoever.
- 5.4 Subsequently (1) Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal and (3) Smt. Sulochana Devi Agarwal have mutated their names with KMC records in respect of the said Premises.
- 5.5 By a Joint Venture Agreement dated 19/08/2011 (hereafter called the “**Joint Development Agreement**”) **(1) Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal and (3) Smt Sulochana Devi Agarwal All Partners of Uma Properties** had appointed the Developer for the development of the Premises by way of construction of the Said Building and / or the units comprised therein and / or the common areas therein, on the terms and condition contained in the said Joint Development Agreement.
- 5.6 By a Power of Attorney Dated 9th May 2011 registered with Additional Registrar of Assurance –III, Kolkata and recorded in book No IV, CD Volume No 4 pages 2521 to 2531 Being No 02489 for the year 2011 the said **(1) Smt Bimla Devi Agarwal (2) Smt Bela Devi Agarwal and (3) Smt Sulochana Devi Agarwal**, the owners herein had granted power of Attorney empowering the **DIPAK YADUKA** one of the partner and authorized representative of the Developer, to prepare the plan, submission of the same for Sanction and obtaining sanctioned Plan and to do all necessary acts in respect to the said premises as referred to in the said power of attorney.
- 5.7 With the intention of developing and commercially exploiting the said premises by constructing Said Building and other constructions thereon and selling Composite Units, the Developer has got a building plan sanctioned by the Kolkata Municipal Corporation (**KMC**) vide Building Permit No. 2011060061, dated- 13.12.2011 (hereinafter referred to as **Sanctioned Plan**) and further revised by KMC vide D-Sketch Plan Case No.6-D/VI/ for the year 2017-2018 and sanctioned as per order by Dy. Ch. Eng(N) (Building) dated 14/07/2017 (**Sanctioned Plan**, which includes all sanctioned/ permissible modifications made thereto, if any, from time to time).

5.8 The said Premises is free from all encumbrances and /or alienation whatsoever and has a marketable title.

5.9 **Agreement:** By an agreement dated _____ Developer has agreed to sell from his allocation area the Said Unit an area of _____ **Super Built Up area** (Built Up area of _____ Sq Ft) at the consideration of Rs._____/ - (Rupees _____)only and the said One Covered Parking Space at consideration of **Rs._____/ - (Rupees _____)**, therefore the Total Consideration of Rs._____/-(Rupees _____) only and the Vendor have also confirmed the sale of the Said Composite Unit to the Purchaser(s) on the terms and conditions mentioned therein.

5.10 **Renumbering of Units:** The Developer vide its letter dated _____ intimated the Purchasers herein that the Unit Number as agreed vide agreement dated _____ changed from “____” to “____”and the Purchaser accepted such change.

5.11**Joint Measurement by the Parties:** After completion of the Construction of the said Unit the Developer and the Purchaser made joint measurement and/or inspection in presence of the Architect of the Project in respect of the Said Unit and appurtenant attached thereto and it is found that the area of the Said Unit is increased from _____ Sq Ft Super Built Up area to _____ **sq. ft Super Built Up area**. The Purchaser has paid **Rs. _____/ - (Rupees _____)** only for increased Area (Super Built Up) of ____ **sq. ft**. Therefore, the **revised consideration** for the said Unit is **Rs._____/ - (Rupees _____)** only.

5.12 **GST benefit to Purchasers:** The Developer has given benefit of an amount of **Rs._____/ - (Rupees _____)** only to the Purchasers by reducing the consideration amount in respect of the said Covered Parking Space, therefore **revised consideration** for the Said Covered Parking Space is **Rs._____/ - (Rupees _____)** only.

5.13 **Revised Consideration:** The Developer has agreed to sell and the Purchaser agreed to Purchase the said Unit and Said Covered Parking Space at total consideration of **Rs._____/ - (Rupees _____)**only but due to the events mentioned herein the Consideration as agreed vide agreement dated _____ have been revised. Therefore the revised total consideration of Said

Unit and covered Parking is Rs. _____/- (Rupees Eighty Seven Lakhs Eighty Eight Thousand Nine Hundred and Sixty Nine) Only.

5.14 Completion of Sale: The Vendors and the Developer are completing the sale of the Said Composite Unit in favour of the Purchaser, by this presents.

6. Transfer:

6.1 Hereby Made by Vendors and Developer: The Vendors and the Developer hereby, absolutely and forever, sells, transfers and conveys to the Purchaser(s), the said Composite Unit free from all encumbrances of any and every nature whatsoever, described in the **2nd Schedule** below:

6.1.1 Said Unit: ALL THAT Office Space being the Unit No." _____", having Super Built Up Area approximately _____ sq. ft (Built-up Area approximately _____ sq. ft and Carpet Area approximately _____ Sq Ft) located on the _____ floor (morefully described in **Part-I of the 2nd Schedule** below and hereinafter to be referred as the "**Said Unit**"), of the proposed building named Shree Krishna Square (**Said Building**), at Municipal Premises No. 2A, Grant Lane, Kolkata-700012, Post Office- Bowbazar, Police Station- Bowbazar, more fully described in **Part-I of the 1st Schedule** below (hereinafter referred to as the **Said Premises**). The said Unit is out of the Developer's Allocation as mutually agreed by the Owners and the Developer herein.

6.1.2 Parking Space: The right to park ____ (_____) medium size (Covered) motor Car capable of fitting in the Dependent Mechanical Car Parking system.

Note:

1. **Independent Mechanical Car Parking System** shall mean a electrically operated mechanical parking system wherein after ingress and egress the car is placed automatically by the system and thus placement of car is not dependent on any other cars.

2. **Dependent Mechanical Car Parking System** shall mean a electrically operated mechanical parking system to be shared equally by the co-parking right holder wherein one car can be dependent on the other car for placement or parking of car in the system.

6.1.3 **Land Share:** Undivided, impartible, proportionate and variable share (derived by taking into consideration the proportion which the built-up area of the Said Unit bears to the total built up area of the Said Building) in the land underneath the said Building at the said Premises, as be attributable to the Said Unit.

The Purchaser(s) unconditionally agrees and declare that:

6.1.2.1 the Land Share as aforesaid shall only mean land directly and underneath the said building constructed at the said premises. The said land share shall not include any other path, ways including drive way at the said premises which leads to the building wherein said unit is located,

6.1.2.2 the area of the Said premises could be altered and/or changed either by way of amalgamation and/or separation and the Purchaser(s) hereby expressly consents to such alteration of the area of said premises, and;

6.1.2.3 the Purchaser(s) shall not demand any refund of the Total Price paid as consideration herein, on ground of or by reason of any variation/alteration of the Land Share and variation/alteration in the Right of access to Common Portions and/or alteration in the area of said premises.

6.1.3 **Right of Access to Common Portions:** Undivided, impartible, proportionate and variable right of access (derived by taking into consideration the proportion which the built-up area of the Said Unit bears to the total built up area of the said Building) in the common areas, amenities and facilities of the said Building.

7. Consideration:

7.1 **Amount:** The aforesaid transfer is being made for total money consideration of a sum of **Rs. _____/- (Rupees _____) Only.** only

(Total Consideration) the receipt of which the Developer hereby and/or by the separate Receipt and Memo of Consideration hereunder written, admits and acknowledges and of and from the payment of the same the Developer from its allocation forever discharges and acquits the Purchaser(s) the said Composite Unit free from all encumbrances of any and every nature whatsoever, described in **Part II** of the **2nd Schedule** below.

8. Terms of Transfer:

8.1 Conditions Precedent:

8.1.1 Title, Plan and Construction: The Purchaser(s) has examined or caused to be examined the following and the Purchaser(s) is fully satisfied and hereby gives express consent about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same in future;

- (a) The right, title and interest of the Vendors and the Developer in respect of the Said Premises, said Building and the Said Composite Unit;
- (b) The right and interest of the Developer and/or its sister concern and/or its associates concern in respect of the existing Adjacent Premises as defined in clause 11.2.
- (c) The Plan(s) including revise Plan(s)/ permissible modification(s) if any, as approved or to be approved by KMC from time to time.
- (d) The design, layout, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Said Building, Common Portions and the Said Unit including the quality, specifications, materials, workmanship and structural stability thereof.

8.1.2 Measurement: The Purchaser(s) is satisfied regarding the area of the Said Unit and agrees and covenants not to ask for any further details or

question regarding the computation of area or make any claims in respect thereof.

8.2 Salient Terms: The transfer being effected 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 perpetual.

8.2.3 Free from Encumbrances: The Said Premises and/or the Said Composite Unit is free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

8.3 Subject to: The transfer of the Said Composite Unit being effected by this Conveyance are subject to:

8.3.1 Common User right of the Common Portions: The Purchaser(s) using and enjoying the Common Portions, described in the part-I of the **3rd Schedule** below, in common with the co-owner(s) of other Units/ Occupiers of the Said Building (collectively **Co-owners**). Save and except the exclusive portion of the Vendor and Developer morefully described in the part-II of the **3rd Schedule** below (**Developer's/Vendor's Exclusive Common Portion**). The Purchaser(s) hereby declare and confirm that it/they/he/she is fully satisfied about the Common User right of the Common Portions and shall not be entitled to and covenants not to raise any objection, whatsoever and shall under no circumstances have any objection to the following acts at the instance of Developer and/or Vendors and the Purchaser(s) hereby give express unconditional consent to the following acts of the Developer/Vendors:

- i. Causing any addition/alteration/construction work at the said premises including constructing additional floors in the Said

Building subject to the approval of the structural engineer appointed by Developer,

- ii. selling the additional floors and/or using them in the manner the Developer and/or Vendors desires,
- iii. if further lands adjacent to the Said Premises is acquired and/or developed by the Developer and/or its Sister Concern and/or its Associates (by way of purchase or joint venture) and added with the said Complex by demolishing the common boundary wall.
- iv. sharing of common utilities or facilities with the adjacent premises,
- v. for all purpose to use the entrance leading from the adjacent premises for entry and exist and not to use the entrance of the said Premises in any manner whatsoever save and except for any specific purpose and /or any emergency after taking necessary permission from the Developer and/or Maintenance Company having common maintenance with the adjacent premises, and Parking of outsiders' car in the Said Complex.
- vi. Allowing the maintenance company of the said Complex to look after the maintenance of Said Building and/or Said complex and/or Said Premises.
- vii. Allowing free and unrestricted access to the common portion and common area of the said premises by the unit holders and/or their agents of the existing adjacent premises and/or new adjacent premises developed by the Developer and/or its Sister Concern and/or its Associates;

8.3.2 **Payment of Common Expenses:** The Purchaser(s) regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Said Building's Common Portions and the Said Complex Common Portions (collectively **Common Expenses**),

indicative list of which is given in the Part-I and part-II of the **4th Schedule** below. The Purchaser(s) hereby consent that there shall not be any separate maintenance company to maintain the entire complex (which also includes the adjacent areas) and the Unit Holders of the new adjacent premises or areas shall also be eligible to become the member of the existing Maintenance Company of the existing complex.

8.3.3 **Easements and Reservations:** The Purchaser(s) observing, performing and accepting the easements, reservations and other stipulations (collectively **Easements and Quasi-easements**), described in the **5th Schedule** below.

8.3.4 **Observance of Covenants:** The Purchaser(s) observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), as mentioned in this deed and also as described in the **6th Schedule** below.

8.3.5 **Indemnification by Purchaser(s):** Indemnification by the Purchaser(s) about faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser(s) hereunder. The Purchaser(s) agrees to keep indemnified the Vendors and the Developer and /or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendors and the Developer and/or its successors-in-interest by reason of any default of the Purchaser(s).

9. Taxes and Outgoings:

9.1. **Vendors, Developer and the Purchaser(s) to Bear:** All Municipal taxes, surcharge, outgoings and levies of or on the Said Composite Unit, relating to the period till the date of expiry of the notice of possession of the Said Composite Unit to the Purchaser(s) (**Possession Date**), whether as yet demanded or not, shall be borne, paid and discharged by the Vendors and/or Developer depending upon their respective allocations and all liabilities, outgoings, charges, taxes and levies relating to the Said Composite

Unit shall be borne, paid and discharged by the Purchaser(s) from the Possession Date, whether as yet demanded or not.

The Parties shall also be liable to bear and pay Service Tax, Works Contract Tax, VAT, GST, and or any other imposition or taxes that are levied or are leviable in future by the Central Government of State Government or any other statutory or bodies. Such payments shall be made by the purchaser within 7 Days from the date of receipt of demand in this respect from the Vendor or the Developer.

10. Holding Possession:

10.1. Purchaser(s) Entitled: The Vendors and the Developer hereby covenants that the Purchaser(s) and/or the Purchaser's successors-in-interest or heirs, nominees or assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use, enjoy, transfer, gift and/or otherwise dispose off the Said Composite Unit 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 Purchaser(s), without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors and the Developer or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors and the Developers.

11. Further Acts:

11.1. Vendors and Developer to do: The Vendors and the Developer hereby covenants that the Vendors and the Developer or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser(s) and/or the Purchaser's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser(s) to the Said Composite Unit.

11.2. **Existing Adjacent Premises / Area:** The Developer had also developed all that the land being Municipal Premises No. 78, Bentinck Street, P. S. Bowbazar, Kolkata – 700001, containing an area of land measuring about 18 Cottahs 5 Chittacks 20 Square Feet Approx (**Existing Adjacent Premises**). **The Existing Adjacent Premises** and/or any other subsequently acquired premises adjacent to the said premises (**New Adjacent Premises**) or adjacent to the adjacent premises for the purpose of Common Use and enjoyment of common area and common portions including common facilities will be collectively called “**Said Complex**”.

12. General:

12.1. **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Composite Unit by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

12.2. **Deed overriding earlier terms & conditions:** The terms and conditions stipulated in the instant conveyance as well the rights granted herein is final and same overrides all the previously agreed terms and condition and rights between the parties herein.

13. Interpretation:

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

13.2. **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.

1st Schedule

(Said Premises)

ALL THAT piece and parcel of land ad-measuring an area of 12 (Twelve) Cottahs-1(one) Chittaks-7(seven) Square feet, be the same a little more or less, **TOGETHER WITH** structures constructed thereon and other appurtenances at Premises No. 2A, Grant Lane, within the Jurisdiction of Kolkata Municipal Corporation, Ward No.46, Post Office- Bowbazar, Police Station- Bowbazar Kolkata – 700012, comprising in revenue redeemed Holding No. 257, Block No. XVI in the Southern Division of Calcutta and bounded as follows:-

- On the North : Partly by 10 Feet wide Grant Lane, partly by premises no. 1A, Grant Lane and partly by premises no. 2B, Grant Lane, Kolkata.
- On the South : By premises no. 78, Bentinck Street, Kolkata – 700001.
- On the West : Partly by premises no. 80 Bentinck Street and partly by premises no. 1A, Grant Lane, Kolkata.
- On the East : By premises no. 9, Weston Street, Kolkata.

2nd Schedule

Part-I

(Said Unit)

ALL THAT Office Space being the Unit No. “-_____”, having Super Built Up Area _____ **sq. ft.** (Built-up Area of approximately _____ sq. ft. and Carpet Area of approximately _____ Sq Ft) being used for office purpose only located on the 5th floor of the said building named Shree Krishna Square, at Municipal Premises No. 2A, Grant Lane, Kolkata-700012 Police Station- Bowbazar, Post Office - Bowbazar as delineated on the **Plan-A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as under.

On the East : By Passage Open to Air;

On the West : By Office No.5L;

On the North : By 1800 mm wide Common Passage;

On the South : By Passage Open To Air;

Part-II

(Said Parking Space)

ALL THAT The right to park ____ (_____) car in Multilevel Mechanical Car Parking Space (Covered) being Dependent Parking System being **Parking No. _____** installed in the Ground Floor of the said building, namely Shree Krishna Square at Municipal Premises No. 2A, Grant Lane, Kolkata-700012 Police Station- Bowbazar, Post Office - Bowbazar.

Part-III

(Said Composite Unit)

[Subject Matter of Sale]

The **Said Unit**, being the Unit described in **Part-I** of the **2nd Schedule** above, the **Land Share**, being undivided, impartible, proportionate and variable share in the land underneath the Said Building at the Said Premises, as is attributable to the Said Unit and the **right to access to Common Portions**, being undivided, impartible, proportionate and variable right of access to Common Portions described in the Part-I of the **3rd Schedule** below, as is attributable to the Said Unit save and except the exclusive portion of the Vendor and Developer morefully described in the Part-II of the **3rd Schedule** below (**Developer's/Vendor's Exclusive Common Portion**).

3rd Schedule

Part-I

(Common Portions)

Common Portions as are common between the co-owners of the Said Building

Common Portions as are the following areas and facilities which are common between the co-owners of the Said Building-

1. Areas:

- (a) Covered paths and passages, lobbies, staircases, landings of the Said Building open paths and passages appurtenant or attributable to the Said Building in the said Premises.
- (b) Stair head room, caretaker room or security room, if any, Maintenance Office Room, Electric meter room, Pump Room, Underground Fire Fighting Pump Room, All Common Toilets of the Said Building.
- (c) Lift machine room, electrical duct, Fire Duct and lift well of the Said Building.
- (d) Common installations for common purpose only installed on the roof above the top floor of the Said Building (save and except areas reserved for Vendors exclusive common portions).

3 Water and Plumbing:

- (a) Overhead water tank, water pipes, sewerage pipes of the Said Building (save those which are inside of said Unit).
- (b) Drains, sewerage pits and pipes within the Said Building (save those which are inside of any Unit) or attributable thereto.

4 Electrical & Miscellaneous Installations:

- (a) Main Electrical Installations including wiring and accessories (save those inside of any Unit and for the Unit) for providing electricity to all the Units in the Said Building and common portions within or attributable to the Said Building.
- (b) Wiring and accessories for lighting of Common Portions of the Said Building.
- (c) Lights arrangement at the entrance gate, Boundary Walls, Elevation Lightings and passages within the Said Building.
- (d) Lift and lift machinery of the Said Building.

- (e) Firefighting equipment and accessories in the Said Building as directed by the Director of West Bengal Fire Services and as installed at the time of Hand over.
- (f) Pumps and motors for water system for the said building and Common Portions.

5 Others:

Other areas and installations and/or equipments as are installed and may be installed in the Said Building for common use and enjoyment.

Part – II

[Developer's/Vendor's Exclusive Common Portion]

The Complex will have certain portions of common areas and facilities (hereafter the "**Developer's/Vendor's Exclusive Portion**") as reserved for use of certain Unit holders to the exclusion of other Unit Holders and such Developer's/Vendor's exclusive portion also includes Parking Space(s), other portions of the said Premises the ownership whereof has not been transferred and such portion(s) can be allotted at the sole discretion of the Developer/Vendors to any intending Purchaser or assignee(s):.

Areas:

1. All areas where Cars and Two Wheelers can be parked being 2.5 to 5 meters (approx.) space along the East, West, North and South of Boundary Walls where Cars and Two Wheelers can be parked.
2. Areas used for display and/or installation of hoardings on the terrace, Advertisement boards signboards, communication towers, VSAT, Dish or other antennas for mobile phones or any other communication or satellite system or any other installations in the areas not transferred/conveyed to anyone or otherwise whether inside or outside the said building.

4th Schedule

Part - I**(Common Expenses to be shared exclusively with co-owners of said building)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipments of the said building.
3. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
4. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the said Building including its exterior or interior (but not inside any Unit) walls of the Blocks.
5. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions at the Building including lifts, changeover switches, CCTV, EPABX, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions at the Building.
6. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Purchaser.
7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes exclusively for the said building, viz. manager, caretaker, clerks, security personnel, liftmen, etc. including their perquisites, bonus and other emoluments and benefits.

Part - II**(Common Expenses to be shared proportionately with co-owners of existing adjacent premises or new adjacent premises)**

1. **Maintenance Company:** Establishment and all other capital and operational expenses of the existing Maintenance Company maintaining the said complex.
2. **Generator:** Common generator have been installed in the existing adjacent premises for to supply power backup to the respective Units and common spaces of the said Building as well as existing adjacent premises and new adjacent premises. Cost of running and maintaining the Generator including fuel cost and/or re-placement cost and/or cost of spares shall be borne by the co-owners of the said building in the manner as decided by the developer or as decided by the existing Maintenance company maintaining the said generator.
3. **Transformer:** Common Transformer have been installed at the south east corner of the existing adjacent premises wherefrom electrical supply will be supplied to the said building. Cost of running and maintaining the said transformer including re-placement cost and cost of spares shall be borne by the co-owners of the said building in the manner as decided by the developer or as decided by the existing Maintenance company maintaining the said generator.
4. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes of the said complex, viz. manager, caretaker, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
5. **Other common costs:** Any expenditure, as decided by the maintenance company, which is common to the said building as well as the existing adjacent premises along with the new adjacent premises, if any, shall be commonly shared by the co-owners of the said building along with the co-owners of the existing adjacent premises and co-owners of the new adjacent premises.

5th Schedule

(Easements and Reservations)

The Purchaser, upon full satisfaction and with complete knowledge of the Common Portions of the said Premises and also of the said Complex, Specifications and all other ancillary matters, is entering into this Agreement with free consent. The Purchaser has examined and is acquainted with the Said Complex to the extent already constructed and has agreed that the Purchaser shall neither have nor shall claim any title or interest over any portion of the Said Complex and the Said Premises save and except the Said Unit: However, the Purchaser shall have access or user rights in respect of the following;

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement on all Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Premises and the Said Building, including the Units and the Common Portions. However, such right is subject to the rules and regulations as framed by the Developer or upon handover by Maintenance Company.
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Building by other and/or others thereof.
4. **Absolute, unfettered and Unencumbered Right of access over Common Portions:** The absolute, unfettered and unencumbered right of access over the Common Portions **subject to** the terms and conditions herein contained.
5. **Rights, Support, Easements and Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed by other and/or others thereof.
6. **Right to Enter Upon any Unit:** The right, with or without workmen and necessary materials, to enter upon the Said Building or any Unit for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency,

upon giving 48 (Forty Eight) hours prior notice in writing to the Co-owners affected thereby.

6th Schedule

(Covenants, Rules and Regulations)

1. **Satisfaction Regarding Construction:** The Purchaser, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Conveyance. The Purchaser has examined and is acquainted with the Said Building to the extent already constructed and has agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Said Premises save and except the Said Unit.
2. **Municipal Taxes and Outgoings:** The Purchaser shall (1) pay the proportionate Rates & Taxes to the Developer in respect to the Said Unit, from the Date of Possession and until the Said Unit is separately assessed in the name of the Purchaser. It is further agreed that the Purchaser shall be liable to pay extra 2% (two percent) per month, compoundable monthly, from the date of default of making payment of such Rates and Taxes. (2) have mutation of the Said Unit completed in his favour at the earliest.
3. **Purchaser to Participate in Maintenance Company:** The Purchaser unconditionally agrees and give express consent that the maintenance of common portions of the said premises shall be looked after by such organization and/or entity as decided by the Developer in its sole discretion. The maintenance company of the adjacent premises may also be engaged by the Developer for maintenance of the said premises. The Developer shall, formulate the rules and regulations or guidance under which such maintenance company will effectively maintain the said premises. The parties hereto further agrees that after handover of the maintenance to the maintenance company, it shall have the power to take decisions in the interest of the maintenance of the said premises and the Developer shall in no manner be responsible and/or accountable for the act and/or services of the said maintenance company. The Purchaser and other co-owners in the Said

Building shall become the members of the said Maintenance Company by way of purchase of shares of the said maintenance company. The Purchaser shall also bear and pay the proportionate costs of formation, if any, and the expenses of the said Maintenance Company and shall pay for, acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon handover of maintenance of the said premises to the Maintenance Company, the residue then remaining out of the Advance Common Maintenance Charges collected from the Purchaser and the developer shall also handover the Maintenance Deposit paid by the Purchaser (after adjustment of all amounts then remaining due and payable, if any unpaid) to the said Maintenance Company.

4. **Obligations of Purchaser:** On and from the Date of Possession, the Purchaser shall:
 - i. **Co-operating in Management and Maintenance:** Co-operate in the management and maintenance of the Said Building and/or the Said Premises by the Developer or the Maintenance Company, upon hand over by the Developer.
 - ii. **Observing Rules:** Observe the rules framed from time to time by the Developer / Maintenance Company as the case may be for the beneficial common enjoyment of the Said Premises and the Said Complex.
 - iii. **Paying of Common Expenses:** Purchaser shall pay the proportionate Common Maintenance Charges as described in the part – I and part – II of the **4th Schedule** above (collectively **Common Expenses**) on the basis of the bills to be raised by the Developer / Maintenance Company as the case may be. The Purchaser further admits and accepts that the Purchaser shall not claim any deduction or abatement in the bills relating to Common Maintenance Charges on any account whatsoever.
 - iv. **Making Deposits:** Deposit with the Developer the interest free amounts determined by the Developer towards the Purchaser 's liability for all outgoings, including but not limited to Municipal rates, taxes, surcharge

and maintenance charges. In case the actual costs against the estimate deposits vary, the Purchaser shall pay deficit/get refund of excess, as the case may be.

- v. **Paying Municipal Taxes and Mutation:** Until the Said Unit is separately mutated in favour of the Purchaser , the Purchaser shall be liable to pay and bear the proportionate Municipal rates and taxes and other rates, taxes and surcharge levied by statutory bodies or authorities in respect of the Said Premises, on the basis of the bills to be raised by the Developer and/or the Maintenance Company, upon handover of maintenance and such bills shall be conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser shall get the mutation of the said unit completed at the earliest.
- vi. **Paying Electricity Charges:** Purchaser shall pay the Proportionate Electricity Charges, on the basis of the bills to be raised by the Developer/Maintenance Company or by the entity supplying electricity through the transformer.
- vii. **Default in payment of Maintenance Charges or Proportionate Electricity Charges:** In the event the Purchasers delays or defaults in paying any bill raised by the Developer/Maintenance Company/entity supplying electricity beyond 15 (fifteen) days of presentation thereof, the Purchasers shall pay compound interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of Payment to the Developer/Maintenance Company/entity supplying electricity as the case may be. The Purchasers also admits and accepts agrees that in the event such the bills raised by Developer/Maintenance Company/entity supplying electricity, remains unpaid for more than 3 months all common services shall be discontinued to the Purchasers and the Purchasers shall be disallowed from using the Common Portions and common facilities and the entity supplying electricity shall have the right to disconnect the supply of electricity. The Purchasers further admits that failure to pay maintenance charge and/or common expenses to the Developer/Maintenance Company or the proportionate Electrical Charges

to the entity supplying electricity as the case may be, shall create in later's favour, charge over the Said composite Unit and Developer/Maintenance Company/entity supplying electricity shall be entitled to sell the said unit and appurtenance to any third party for recovering the said maintenance charge and/or common expense. The surplus of sale consideration over and above the legitimate dues of Developer/Maintenance Company/entity supplying electricity shall be re-imbursed to the Purchasers.

- viii. **Meter and Cabling:** The Purchaser shall be liable to draw the electric lines/wires from the meter room to the Said Unit only through the duct and pipes provided thereof, ensuring that no inconvenience is caused to the other co-owners who shall occupy 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 Purchaser 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.
- ix. **No Alteration:** Not alter, modify or in any manner change the elevation and exterior colour scheme of the Said Building.
- x. **No Changing Name:** Not change/alter/modify the name of the Said Building from "**SHREE KRISHNA SQUARE**". Only Developer shall have authority to change the name of the said building at its sole discretion. Upon change of name or renaming of the said building by the developer, if any, it shall be intimated to all the co-owners of the said building including the Purchaser hereof and the Purchaser consents to same.
- xi. **No Nuisance:** Not use the Said Unit or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other co-owners of the Said Building and/or the neighboring properties.
- xii. **No Storage:** Not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Building and/or the Said Premises thereby blocking those portions.

- xiii. **No Obstruction:** The Developer shall be entitled to construct further sanctioned floors on and above the top roof of the Said Building and/or car parks and/or to make other constructions elsewhere in the Said Premises and/or said complex and the Purchaser agrees for not making any objection and shall not create any obstruction in such construction work. The Purchaser also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto. Notwithstanding anything contrary contained elsewhere in this deed, it is specifically agreed by and between the Developer and the Purchaser that if due to any neglect or default on the part of the Purchaser and/or his men/agents etc. any further construction, reconstruction, alteration, addition, variation, modification, additional construction or development of the said Unit, building or any part or part or portion thereof in any way is affected, delayed, hindered or impeded, then and in that event Purchaser shall be held liable to pay compensation or damages thereof at an agreed rate of Rs. 10,000/- per day.
- xiv. **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Developer and/or the Maintenance Company for the user of the Common Portions.
- xv. **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefore.
- xvi. **No Structural Alteration:** not to alter, modify or in any manner change or cause any damage to the structure or any civil construction in the Said unit or the Common Portions of the Said Building.
- xvii. **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Car Parking Spaces or the Common Portions.

- xviii. **No Signage:** Not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions of the Said Building and/or **save** at the place or places provided therefore **provided that** this shall not prevent the Purchaser from displaying a decent name plate outside the main door of the Said Unit in the manner designed by the developer and the Purchaser shall not hamper the aesthetic look of the Said Building.
- xix. **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and/or the Car Parking Space.
- xx. **No Drawing Wire/Cable:** Not affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Said Building **save** in the manner indicated by the Developer or the Maintenance Company.
- xxi. **No Floor Damage:** Not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- xxii. **No Misuse of Water:** not to misuse or permit to be misused the water supply in the said Premises.
- xxiii. **No Installing Air-Conditioners:** Not to install further air-conditioners at any place other than the space or location earmarked by the Developer.
- xxiv. **No Installing Generator:** Not install or keep or run any generator so as to cause nuisance to the co-owners of the other portions of the Said Building.
- xxv.
- xxvi. **No Changing Colour Scheme:** Not change the colour scheme of the windows, grills and the main door of the Said Unit without obtaining prior written permission of the Developer and/or the Maintenance Company, upon formation.

Jurisdiction: All dispute and/or differences between the parties which arises out of and/or touching any matter of this conveyance shall be subject to sole jurisdiction of court of competent jurisdiction at Kolkata, West Bengal.

Execution and & Delivery:

In witness whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

[Vendors]

[Purchaser]

[Developer]

All in presence of:

1.

2.

Drafted by me

Rajesh Gangopadhyay

Advocate

High Court Calcutta.

Enrolment NoF-1369/761of 1998

Receipt and Memo of Consideration

The Developer confirms having received from the Purchaser a sum of **Rs.** _____/- (**Rupees** _____) only towards full and final payment of the Consideration for sale exclusive of Taxes as applicable from time to time, of the Said Composite Unit described in **Part-III** of the **2nd Schedule** in the following manner:

Total Consideration RS. _____/- (**Rupees** _____) only.

SL. NO	CHEQUE NO	DATE	BANK	CONSIDERATION AMOUNT(Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
ADD: TDS on Property				
Net Total Received				

Rupees _____ **only.**

[Developer]

Witnesses:

1.

2.