

## TOLLY EXOTICA

### DRAFT DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this ..... (Date) day of ..... (Month), 20..... .

#### Between

1. AADYA AARNA REALTY LLP, (PAN No. AAVFA2869G), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at No.1, Netaji Subhas Road, 2<sup>nd</sup> Floor, Police Station Hare Street, Kolkata - 700001, represented by its Designated Partners SRI MAHESH KUMAR PRAHLADKA, (PAN No.AESPP1850R) (Aadhaar No.334054004033), Son of Late Mantu Ram Prahladka And SRI MANOJ KUMAR PRAHLADKA, (PAN No.AFOPP0366F) (Aadhaar No. 333516910117), Son of Sri Mahesh Kumar Prahladka both residing at BA-10, Sector-I, Block CC, Salt Lake City, P.S. Bidhan Nagar (N), P.O. Bidhan Nagar Kolkata - 700 064, hereinafter referred to as the “Developer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

2. (a) **MEGHA ENCLAVE PRIVATE LIMITED**, (PAN No. AABCM9100F) a Company registered under the Company Act, 1956 having its registered office at No. 1, Netaji Subhas Road, Police Station Hare Street, Kolkata - 700001, (b) **GANGAUR APARTMENTS PRIVATE LIMITED**, (PAN No. AABCG2362F) a Company registered under the Company Act, 1956 having its registered office at No. 1, Netaji Subhas Road, Police Station Hare Street, Kolkata - 700001, (c) **GREENWAYS APARTMENTS PRIVATE LIMITED**, (PAN No. AABCG2361G) a Company registered under the Company Act, 1956 having its registered office at No. 1, Netaji Subhas Road, Police Station Hare Street, Kolkata - 700001, (d) **REGENT HOMES PRIVATE LIMITED**, (PAN No. AABCR3583K) a Company registered under the Company Act, 1956 having its registered office at No. 1, Netaji Subhas Road, Police Station Hare Street, Kolkata - 700001 AND (e) **WONDER ENCLAVE PRIVATE LIMITED**, (PAN No. AAACW2356A) a Company registered under the Company Act, 1956 having its registered office at No. 6A, Kiran Shankar Roy Road, Ground Floor, Police Station Hare Street, Post Office GPO, Kolkata-700 001, all the said five companies represented by their Constituted Attorney **Sri Mahesh Kumar Prahladka**, (PAN No.AESPP1850R) (Aadhaar. No334054004033), son of Late Mantu Ram Prahladka residing at BA-10, Sector-I, Block CC, Salt Lake City, P.S. BidhanNagar (N), P.O. BidhanNagar Kolkata - 700 064, hereinafter collectively referred to as the “**Owners**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest, and permitted assigns).

The Developer and the Owners abovenamed are hereinafter collectively referred to as the “**Vendors/Promoters**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors in interest and permitted assigns).

**AND**

[If the Purchaser/ Allottee is a Company]

....., (CIN no .....) a company incorporated under the provisions of the Companies Act, [1956 or the Companies

Act, 2013, as the case may be], having its registered office at .....(PAN .....), represented by its authorized signatory, (Aadhar no. ....) duly authorized vide board resolution dated ....., hereinafter referred to as the **“Purchaser/Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[If the Purchaser/ Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at ....., (Aadhar no. ....) duly authorized vide hereinafter referred to as the **“Purchaser/Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser/ Allottee is an Individual]

Mr./Ms. ....(Aadhar no. ....) son / daughter of....., aged about ..... residing at....., (PAN.....) hereinafter called the **“Purchaser/Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser/ Allottee is a HUF]

Mr. ...., (Aadhar no. ....) son of .....aged about ..... for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at .....(PAN .....), hereinafter referred to as the **“Purchaser/Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

The Vendors/Promoters and Purchaser/Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS :**

A. **M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited, M/s. Gangaur Apartments Private Limited, M/s. Greenways Apartments Private Limited**, the Owners herein have been jointly the absolute owners in respect of **All That** the Land measuring about 39 (thirty-nine) Cottahs and 14 (fourteen) Square Feet (on actual measurement 40 (forty) Cottahs, 3 (three) Chittacks and 14 (fourteen) Square Feet) and as per the Urban Land Ceiling clearance measuring 39 (thirty Nine) Cottahs, 15 (fifteen) Chittacks and 4 (four) Square Feet Together With building, outhouses, boundary wall and other structures whatsoever lying erected and/or built thereon situated at being municipal premises **No.130, Netaji Subhas Chandra Bose Road (also known as 111, Regent Park), Ward No.95, Police Station - Sadar Tollygunge (now Jadavpur) Kolkata - 700 040**, morefully described in the **Second Schedule** hereunder written (hereinafter referred to as the "**said Plot of Land**"). The devolution of title of the "**said Plot of Land**" in favour of the said Owners is detailed in the **First Schedule** hereunder written.

B. The Owners, **M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited, M/s. Gangaur Apartments Private Limited, M/s. Greenways Apartments Private Limited** jointly applied for and obtained **Plan permit No.175** dated **18<sup>th</sup> August 2010** (hereinafter referred to as the "**Sanctioned Plan**") duly sanctioned by the Kolkata Municipal Corporation for construction of a Residential-cum-Commercial building consisting of Basement, Ground and upper 15 (fifteen) Floors comprising of self contained flats, shops, showrooms, car parking spaces and other spaces, at or upon the land comprised in the "**said Plot of Land**".

C. The Owners **M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited, M/s. Gangaur Apartments Private Limited, M/s. Greenways Apartments Private Limited**

jointly constituted a Limited Liability Partnership under the name and style of **Messrs Aadya Aarna Realty LLP** on the terms and conditions recorded in the LLP Agreement dated the **26<sup>th</sup> March, 2012** entered into as per provisions of Section 23 of the Limited Liability Partnership Act, 2008 (Act of 2008). The said LLP was duly incorporated vide LLP Identity No. AAA-8511 and Certificate of incorporation dated the 26<sup>th</sup> March, 2012 issued by the Assistant Registrar under the said Act of 2008.

D. The Owners duly entrusted to the Developer the development of the "said Plot of Land" and construction of the residential-cum-commercial building complex consisting of several apartments/units/shops for transferring the same to the intending Allottees at such price and on such terms and conditions which the Vendors/Promoters in their sole discretion may deem fit and proper.

E. The Vendors/Promoters have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... **on** ..... **under Registration No.** .....

F. The Developer herein duly commenced construction of the proposed residential-cum-commercial building complex at or upon the Land comprised at the "said Premises" and the same named "**Tolly Exotica**" as per the said Sanctioned Plan.

G. By an Agreement dated ..... the Purchaser(s) herein agreed to purchase and/or acquire on ownership basis **All That the Residential Flat** measuring carpet area \_\_\_\_ **Square Feet** be the same a little more or less, Exclusive Balcony having area of \_\_\_\_ **Square Feet**, Exclusive open Terrace having area of \_\_\_\_ **Square Feet** on the \_\_\_\_ **Floor** of the building being **Unit No.** ..... on the ..... **Floor** of the building **Together With** right to use **covered/open/ Mechanical car parking space** for \_\_\_\_ medium sized car on the \_\_\_\_ **Floor** of the said building named and known as "**TOLLY EXOTICA**" **Together With** an undivided proportionate share in the land beneath the building and also the right to use in common with the owners and occupiers of other Units and spaces at the building the common parts, areas and facilities

described in the *Fourth Schedule* hereunder written (hereinafter collectively referred to as the "**said Unit**"), more fully described in the *Third Schedule* thereunder written as also hereunder written, at or for the consideration and on the terms therein recorded.

H. The Vendors/Promoter herein, on being approached and requested by the Purchaser(s), have agreed to complete the sale of the "**said Unit**" by executing and registering this Conveyance Deed.

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of **Rs...../= (.....)** **Only** paid to the Vendor/Developer by the Purchaser(s) on or before the execution of these presents (the receipt where of the Vendor/Developer doth hereby admit and acknowledge and of and from the payment of the same and every part thereof acquit, release and discharge the Purchaser(s) and also the "**said Unit**" hereby sold transferred and conveyed) the Vendors above named do and each of them doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the Purchaser(s) above named **All That the Residential Flat** measuring carpet area \_\_\_\_ **Square Feet** be the same a little more or less, Exclusive Balcony having area of \_\_\_\_ **Square Feet**, Exclusive open Terrace having area of \_\_\_\_ **Square Feet** on the \_\_\_\_ **Floor** of the building being **Unit No. ....** on the ..... **Floor** of the building **Together With** right to use **covered/open/ Mechanical car parking space** for \_\_\_\_ medium sized car on the \_\_\_\_\_ **Floor** of the said building named and known as "**TOLLY EXOTICA**", which is being constructed at Premises **No. 130, Netaji Subhas Chandra Bose Road (also known as 111, Regent Park), Ward No.95, Police Station - Sadar Tollygunge (now Jadavpur), Post Office - Regent Park, Kolkata-700 040**, more fully described in the *Third Schedule* hereunder written (hereinafter collectively referred to as the "**said Unit**") **Together With** an undivided proportionate share or interest in the land beneath the said building "**TOLLY EXOTICA**", attributable to the "**said Unit**" **Together With** the right to use and enjoy in common with the Owners and/or occupiers of other Units and spaces the common parts, areas, facilities and amenities at the building, more fully described in the *Fourth Schedule* hereunder written, **And** all manner of former and other rights, privileges, easement and benefits whatsoever belonging or in any way appertaining there to or usually held or enjoyed therewith and reputed to belong to or be appurtenant thereto **And The** reversion or reversions, remainder or remainders **Together With** all easements or quasi-easements or

other stipulation or provisions for the beneficial use and enjoyment of the "said Unit" as mentioned in *Part-I* of the *Seventh Schedule* hereunder written;

**TO HAVE AND TO HOLD** the "said Unit", more fully described in the *Third Schedule* hereunder written and every part thereof, unto and to the use of the Purchaser(s), absolutely and forever, free from all encumbrances whatsoever Excepting and Reserving unto the Vendors as also the Owners and/or occupiers of other Units and spaces at the Building the easements, quasi-easements and privileges mentioned in *Part-II* of the *Seventh Schedule* hereunder written **AND SUBJECT TO** various terms, conditions, negative covenants and restrictions mentioned in this Indenture as also those mentioned in the *Eighth Schedule* hereunder written **AND ALSO SUBJECT TO** the Purchaser(s) on and after delivery of possession of the "said Unit", regularly and punctually paying to the Vendors the proportionate amount of the costs and expenses for maintaining common parts, essential services and amenities including those described in *Sixth Schedule* hereunder written;

**AND THE VENDORS** do and each of them doth hereby covenant with the Purchaser(s) as follows: -

- i. **THAT** the Vendors have good right, full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "said Unit" hereby granted, sold, transferred, assigned and assured or expressed or intended so to be unto and in favour of the Purchaser(s) in the manner aforesaid and according to the true intent and meaning of these presents;
- ii. **AND THAT** the Purchaser(s) shall and will and may peaceably and quietly enter into, own, hold, possess and enjoy the "said Unit" and to receive the rents issues and profits thereof, without any suit, hindrance or interference from or by the Vendors or any other person or persons lawfully or equitably claiming from under or in trust for them;
- iii. **AND THAT** the Vendors shall at all times hereafter at the requests and costs of the Purchaser(s) produce or cause to be produced to *him/her/them/it* or as the Purchaser(s) shall direct all the original title deeds and documents in respect of the said premises for evidencing the title and also to furnish to the Purchaser(s) copies of or extracts from the said Deeds and documents and shall in the meanwhile keep the same safe;
- iv. **AND THAT** the Vendors and all other persons having or lawfully or equitably claiming any estate, right, title, interest, property, claim or

demand whatsoever into or upon the "said Unit" hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof, from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser(s) do and execute or cause to be done and executed all such acts deeds matters and things for further better and more perfectly, effectively and satisfactorily granting, transferring and assuring the "said Unit", and every part thereof unto and to the use of the Purchaser(s) in the manner aforesaid, as shall or may be reasonably required;

- v. **AND ALSO THAT** the Purchaser(s) herein shall be entitled to apply for and have *his/her/their/its* name/s mutated and recorded as the Owner/s in respect of the "said Unit" in the records of the Kolkata Municipal Corporation as also have separate assessment in respect of the "said Unit" for payment of the Municipal Corporation Taxes and all other rates and Taxes on account and in respect of the "said Unit" and that the Vendors shall not have any objection of any nature in this respect;

**AND THE PURCHASER(S)** to the end and intent that *his/her/their* obligations, covenants and restrictions herein contained shall at all times hereafter run with the "said Unit" hereby covenant with the Vendors as follows:

- a) The Purchaser(s) and all other persons deriving title under *him/her/them* shall duly observe the various restrictions and negative covenants set forth in the ***Eighth Schedule*** hereunder written. It is made clear that the "said Unit" shall be held by the Purchaser(s), subject to the said various terms, conditions, negative covenants and restrictions mentioned in the ***Eighth Schedule*** hereunder written;
- b) That the roof and the covered and un-covered parking spaces and the vacant spaces on the ground floor of the Building shall always be the property of and at the exclusive disposal of the Vendors herein and that the Purchaser(s) shall not be entitled to claim any right over and in respect of the same except the Parking spaces as are specifically allotted for use by the Purchaser(s);
- c) The Purchaser(s) shall keep the "said Unit" in good and substantial repair condition so as to support and protect other units and parts of the said building as they now enjoy;
- d) The Purchaser(s) shall keep all sewers, drains, pipes, passages, stairs, entrances etc. serving the "said Unit" in good condition;



- e) The Purchaser(s) herein declare and confirm to have duly paid *his/her/their* contribution towards installation of Generator, Transformer, Electricity Meters and obtaining of electricity connection etc. and have also duly deposited with the Vendors diverse amounts as per the details mentioned in *Part-I* of the *Fifth Schedule* hereunder written and have further duly paid to and/or deposit with the Vendors diverse amounts as per details mentioned in *Part-II* of the *Fifth Schedule* hereunder and shall also pay such further sum or sums of moneys as may be required by the Vendors towards sinking fund for repairs and/or replacement of any of the capital assets and installations including those mentioned in the *Fourth Schedule* hereunder written. Such deposit amount shall carry no interest whatsoever;
- f) The Purchaser(s) shall extend *his/her/their* co-operation to the Vendors in the matter of the Vendors at its discretion incorporating and/or nominating and/or making an Association or syndicate under the Societies Registration Act or in the alternative a Private Limited Company under the provisions of the Companies Act (hereinafter referred to as the "**Holding Organisation**") for administration and maintenance of the common parts, areas, facilities, amenities and essential services at the said building including those described in the *Fourth Schedule* hereunder written. The Holding Organisation on its formation or incorporation shall collect the monthly maintenance and service charges from the Owners and/or occupiers of different units at the building as also to disburse, incur and pay all costs charges and expenses for maintenance of the common parts, areas and essential services at the building including those mentioned in the *Sixth Schedule* hereunder written. The Holding Organisation, which shall be constituted shall bear the name "**TOLLY EXOTICA**";
- g) The Purchaser(s) shall permit the Vendors or the Holding Organisation after its formation and their surveyors or agents with or without workmen and others at all reasonable hours, to enter into and upon the "said Unit" for the purpose of repairing, making, reinstating, rebuilding, cleaning, lighting, laying and keeping in order and good conditions the sewers, drains, pipes, cables, water courses, wires, detectors, structures or other conveniences belonging to or serving or used at the said building and/or to view and examine the state and condition of the "said Unit" or portions thereof and the Purchaser(s) shall be liable to make good immediately on receiving notice of all such defects and want

of repairs of which notice in writing shall be given by the Vendors to the Purchaser(s);

- h) The Purchaser(s) herein shall month by month and every month pay to the Vendors herein or the Holding Organisation after its formation, the proportionate amount of costs of maintaining the common parts, areas, facilities and amenities as also providing essential services including those described in the *Fourth Schedule* hereunder written. Such monthly maintenance and service charges shall be payable to the Vendors or the Holding Organisation after its formation or incorporation within 7 (seven) days from the date of receipt of the Bill from the Vendors or the Holding Organisation, without claiming any deduction or abatement on any account whatsoever;
- i) The apportionment of the costs, charges and expenses on account of maintenance as mentioned in the last preceding clause shall be made by the Vendors on the basis of the respective areas of the several units and other spaces at the said building and the same shall be conclusive final and binding. The monthly maintenance charges mentioned above shall for the time being be payable to the Vendors by the Purchaser(s) calculated @ **Rs...../- (Rupees .....**) **Only** per Square Feet of the total super built up area of the "said Unit". In case of increase in the electricity charges, salaries and other costs and expenses, the said monthly maintenance charges shall also be enhanced;
- j) So long as the "said Unit" is not separately assessed for Municipal taxes and other rates and taxes whatsoever, the Purchaser(s) shall pay to the Vendors or the holding Organisation after its formation or incorporation, the proportionate amount of the Municipal taxes, water taxes and other rates and taxes as may be levied or payable in respect of the said building within 7 (seven) days from the date of the Vendors or the holding Organisation submitting Bill on account of such rates and taxes. The apportionment of such rates and taxes shall be made by the Vendors or the Holding Organisation after its formation and the same shall be conclusive, final and binding;
- k) In the event of the Vendors being required to pay any of the rates and taxes or to deposit any other amount with the Municipal Corporation or any of the departments of the Central or State Government or other

statutory authorities or to make payment of any other amounts of similar nature, the Purchaser(s) shall proportionately reimburse and pay the same;

- l) The Purchaser(s) shall apart from the amounts paid to and deposited with the Vendors as per details mentioned in *Parts-I and II* of the *Fifth Schedule* hereunder, also deposit with the Vendors and/or the Holding Organisation on its formation, such other or further amounts as may be required as and by way of deposit towards sinking fund, and the same shall carry no interest;
- m) In case of delay or default on the part of the Purchaser(s) to pay the electricity charges and/or the monthly maintenance and service charges or any other sums as and when the same would become payable by the Purchaser(s) as per the provisions contained in this Deed, the Vendors and/or the Holding Organisation shall be entitled, without prejudice to their rights to claim interest at the rate of 2% per month, to forthwith disconnect the supply of electricity and other essential services to the "said Unit". The Purchaser(s) shall not be entitled to restoration of supply of electricity and other essential services till the Purchaser(s) *has/have* duly paid the entire outstanding dues together with interest at the rate as aforesaid;
- n) The Vendors herein shall at all times be entitled without any objection or obstructions by or on behalf of the Purchaser(s), to make additions and/or alterations in or upon the portion of the building including the vacant spaces of the building belonging to the Vendors, except the common areas of the building as mentioned in the *Fourth Schedule* hereunder written;
- o) In case of the Vendors herein or the Holding Organisation after its formation causing insurance of the said building, the Purchaser(s) would contribute proportionately towards the amount of premium payable on account of such insurance. The Vendors or the Holding Organisation shall be at liberty at their discretion to cause such insurance in the name of either of them;
- p) The Purchaser(s) herein shall render *his/her/their* best cooperation and assistance to the Vendors and/or Holding Organisation in the matter of maintenance of the common parts, areas, facilities and amenities as also

the essential services at the building and also the plants and equipments of common use;

- q) The Purchaser(s) would see that *his/her/their* staff do not cook or carry out other similar activities in the common parts of the building and that the car parking areas, stairs and common areas are not in any manner blocked;
- r) The Purchaser(s) herein and/or the occupants of the "said Unit" shall not be entitled to the use of the Lift and other additional facilities at the building beyond the time as may be fixed by the Vendors or the Holding Organisation. The use of the lift and other additional facilities shall be as per the Rules as may be framed by the Vendors or the holding Organisation on its formation.
- s) The Purchaser(s) shall at *his/her/their* own costs maintain the "said Unit" in good condition state and order and shall also duly observe, perform and abide by all bye-laws, rules and regulations of Government, Municipal Corporation and other statutory authorities and local bodies including those as may be framed by the Vendors and/or the Holding Organisation after its formation, for the proper maintenance of the said building and the common areas, facilities, amenities as also essential services at the building and shall be responsible for all breaches and/or violations of any of the conditions or rules or bye-laws.

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

#### **"Devolution of Title"**

1. One Smt. Rama Devi Murarka wife of Sri Basantlal Murarka was originally the owner of All That piece or parcel of plot of Land containing by measurement an area of 2 (two) Bighas, more or less, situate, lying at and comprised in Mouza- Sibpur, Touji No.151, Plot No.111 of Regent Estate in the District of 24 Paraganas (South) (hereinafter referred to as the "said Plot of Land").
2. By an Indenture of Conveyance dated the 19<sup>th</sup> December, 1940 registered in Book No.I, Volume No. 1, pages 275 to 283, being No. 19 for the year 1941 at the Office of the Alipore Sadar, the said Smt.Rama Devi Murarka sold, transferred and conveyed the "said Plot of Land" unto and in favour of one Sri Jatindra Kumar Mukherjee.
3. Subsequently, the "said Plot of Land" was numbered and known as Premises No. 130 Netaji Subhas Chandra Bose Road, Calcutta.

4. The said Sri Jatindra Kumar Mukherjee, out of his own self acquired funds had duly erected a two stories brick built building and other structures in or upon the "said Plot of Land".

5. By virtue of Deed of Conveyance dated the 20<sup>th</sup> November 1959 registered in Book No.1, Volume No.36, pages 257 to 264, being No. 3415 for the year 1959 at the office of the Sub-Registrar Alipore, Behala, the said Shri Jatindra Kumar Mukherjee sold, transferred and conveyed the "said Plot of Land" together with building and other structures lying erected thereat being Premises No. 130, Netaji Subhas Chandra Bose Road, Kolkata-700 040 (hereinafter referred to as the "**said Property**") unto and in favour of Sri Chitta Ranjan Ghosh, Sri Nihar Ranjan Ghosh, Shri Priti Ranjan Ghosh, Sri Probhat Ranjan Ghosh and Sri Asit Ranjan Ghosh all sons of Late Jatindra Nath Ghosh AND Sri Manas Ranjan Ghosh, Sri Nisit Ranjan Ghosh, Sri Ashoke Ranjan Ghosh, Sri Samir Ranjan Ghosh and Sri Madhup Ranjan Ghosh all sons of Late Manoranjan Ghosh.

6. Therefore, the said Sri Chitta Ranjan Ghosh, Sri Nihar Ranjan Ghosh, Shri Priti Ranjan Ghosh, Sri Probhat Ranjan Ghosh, Sri Asit Ranjan Ghosh, Sri Manas Ranjan Ghosh, Sri Nisit Ranjan Ghosh, Sri Ashoke Ranjan Ghosh, Sri Samir Ranjan Ghosh and Sri Madhup Ranjan Ghosh jointly became the owners of the "said Property" being No. 130, Netaji Subhas Chandra Bose Road (also known as 111, Regent Park), Kolkata-700 040, each having equal undivided 1/10<sup>th</sup> (one tenth) share or interest therein.

7. By an Indenture of Lease dated the 14<sup>th</sup> day of December, 1968 registered in Book No.1, Volume No.185, pages 103 to 115, being No. 7289 for the year 1968 at the Office of the Sub Registrar, Alipore the said Co-owners granted Lease in respect of the "said Property" unto and in favour of Sri Khagendra Kumar Neogi, proprietor of M/s. Modern Drug House for a term of 21 Years commencing from the 1<sup>st</sup> day of January 1969 and expiring on the 31<sup>st</sup> December, 1989.

8. The said Lessee Sri Khagendra Kumar Neogi died on or about the 5<sup>th</sup> August 1984, whereupon the heirs and legal representatives of the said deceased became entitled to the Lease hold rights of the said deceased in respect of the "said Property" under the said Lease Deed dated 14<sup>th</sup> day of December 1968.

9. Despite the expiry of the term of the said Lease Deed dated the 14<sup>th</sup> day of December 1968, the heirs and/or legal representatives of the said deceased Lessee Sri Khagendra Kumar Neogi failed and/or neglected and/or refused to vacate and to deliver the vacant and peaceful possession of the "said Property" and they further transferred and/or assigned their rights as also made over possession of the "said Property" in favour of the M/s. Evergreen Developers Private Limited, who was subsequently admitted as direct Tenant by the said "Co-owners" at the agreed monthly rent.

10. By virtue of an Indenture of Conveyance dated **8<sup>th</sup> February 1993** registered in Book No. 1 Volume No. 45 pages 155 to 177 being No. 1743 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the owner **Sri Asit Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Gangaur Apartments Private Limited**.

11. By another Indenture of Conveyance dated **8<sup>th</sup> February 1993** registered in Book No. 1 Volume No. 42 pages 426 to 447 being No. 1741 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Chitta Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Gangaur Apartments Private Limited**.

12. By another Indenture of Conveyance dated **8<sup>th</sup> February 1993** registered in Book No. 1 Volume No. 45 pages 131 to 154 being No. 1742 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Nihar Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Greenways Apartments Private Limited**.

13. By another Indenture of Conveyance dated **8<sup>th</sup> February 1993** registered in Book No. 1 Volume No. 45 pages 178 to 204 being No. 1744 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Probhat Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Wonder Enclave Private Limited**.

14. By another Indenture of Conveyance dated **8<sup>th</sup> February 1993** registered in Book No. 1 Volume No. 42 pages 448 to 475 being No. 1745 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Priti Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Wonder Enclave Private Limited**.

15. By another Indenture of Conveyance dated **5<sup>th</sup> March 1993** registered in Book No. 1 Volume No. 156 pages 405 to 427 being No. 3682 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Manas Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Greenways Apartments Private Limited**.

16. By another Indenture of Conveyance dated **5<sup>th</sup> March 1993** registered in Book No. 1 Volume No. 139 pages 344 to 366 being No. 3681 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Ashoke Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Megha Enclave Private Limited**.

17. By another Indenture of Conveyance dated **29<sup>th</sup> March 1993** registered in Book No. 1 Volume No. 101 pages 142 to 163 being No. 4547 for the year 1993 at the Office

of the Registrar of Assurances, Calcutta, the Co-owner **Sri Samir Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Megha Enclave Private Limited**.

18. By another Indenture of Conveyance dated **29<sup>th</sup> March 1993** registered in Book No. 1 Volume No. 101 pages 121 to 141 being No. 4546 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Madhup Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of **M/s. Regent Homes Private Limited**.

19. By an Agreement dated the 23<sup>rd</sup> day of July, 1991 the Co-owner Sri Nisit Ranjan Ghosh had agreed to sell his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of Sri Mahesh Kumar Prahladka or his nominee at or for the agreed consideration and on the terms and conditions therein mentioned. In pursuance of the said Agreement, the said Sri Mahesh Kumar Prahladka had duly nominated M/s. Regent Homes Private Limited as his nominee to complete the purchase in respect of the said undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property", in his place and stead, which nomination the said Sri Nisit Ranjan Ghosh, duly accepted and confirmed.

20. In or about January, 1994 the said Sri Mahesh Kumar Prahladka along with his said nominee M/s. Regent Homes Private Limited had instituted a Suit being Title Suit No. 5 of 1994 in the Court of the Learned 5<sup>th</sup> Assistant District Judge at Alipore against the said Sri Nisit Ranjan Ghosh inter alia for a decree for specific performance of the said Agreement for Sale dated 23<sup>rd</sup> July, 1991 and other reliefs.

21. By a Judgment and Decree dated **31<sup>st</sup> October, 1995** passed by the Learned 5<sup>th</sup> Assistant District Judge, Alipore the said Title Suit No. 5 of 1994 was decreed in favour of the said Sri Mahesh Kumar Prahladka and M/s. Regent Homes Private Limited and the Learned Court inter alia directed the said Sri Nisit Ranjan Ghosh to complete the sale and/or transfer of his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" by executing and registering a Deed of Conveyance in favour of the said decree holder, within two months from the date of the said decree and that in case of default, the said decree holders Sri Mahesh Kumar Prahladka and M/s. Regent Homes Private Limited shall be at liberty to have the Deed of Conveyance executed and registered in their favour through Court after depositing the balance consideration money.

22. Despite the said Judgment and Decree dated **31<sup>st</sup> October, 1995** passed in the said Title Suit No. 5 of 1994 the said Sri Nisit Ranjan Ghosh failed and/or neglected to complete the sale and transfer in respect of his undivided 1/10<sup>th</sup> share or interest in the "said Property" by executing and registering Deed of Conveyance in favour of the decree holder M/s. Regent Homes Private Limited within the time allowed by the Learned Court. In view of the said default on the part of the said Sri Nisit Ranjan

Ghosh, the said decree holders Sri Mahesh Kumar Prahladka and M/s. Regent Homes Private Limited had instituted Execution proceeding being Title Execution Case No. 3 of 1996 in the Court of the Learned 5<sup>th</sup> Assistant District Judge at Alipore.

**23.** In pursuance of the said Decree dated **31<sup>st</sup> October 1995** and also as per the Orders from time to time passed by the Learned 5<sup>th</sup> Assistant District Judge, Alipore in the said Title Execution Case No. 3 of 1996, the said decree holder/Purchaser(s) Messrs Regent Homes Pvt. Ltd. duly deposited in Court the balance of the agreed consideration sum vide challan No. 61662(V) dated 26.03.1996 and thereupon, by an Indenture of Conveyance dated **24<sup>th</sup> April 1996** duly signed and executed by the Learned Fifth Court of the Assistant District Judge, Alipore for and on behalf of the said Sri Nisit Ranjan Ghosh and the same duly registered in Book No. 1 Volume No. 63 pages 403 to 421 being No. 2383 for the year 1996 registered at the Office of the Registrar of Assurances, Calcutta, **Messrs Regent Homes Pvt. Ltd.** purchased and/or acquired an undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property", which belonged to the said Vendors Sri Nisit Ranjan Ghosh.

**24.** Therefore, the said Purchaser(s) **M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited, M/s. Gangaur Apartments Private Limited., M/s. Greenways Apartments Private Limited,** had jointly become the absolute owners in respect of the "said Property" being land and premises No. 130 Netaji Subhas Chandra Bose Road (also known as 111, Regent Park) Kolkata-700 040, each having equal undivided 1/5<sup>th</sup> (one-fifth) share or interest therein.

**25.** By a Deed of Gift dated the **25<sup>th</sup> November, 2000** registered in Book No.I, Volume No.149, Pages 100 to 107, being No.5862 for the year 2000 at the Office of the Additional Registrar of Assurances, Kolkata, the said Owners, Messrs Megha Enclave Pvt. Ltd. & Ors. Jointly transferred by way of Gift unto and in favour of the Calcutta Municipal Corporation **All That** the piece or parcel of splayed portion of land measuring about **31 Square Feet** (equal to 2.88 Square Meters) being the South East Corner of the "said Property" being Land and Premises No.130, Netaji Subhas Chandra Bose Road, Kolkata - 700040, more fully described in the Schedule there under written, for widening of the Municipal Road at the corner of the side of Premises No.130, Netaji Subhas Chandra Bose Road, Kolkata - 700040. The Donee, the Calcutta Municipal Corporation had duly received and accepted the said Gift and further duly signed and executed the said Deed.

#### THE SECOND SCHEDULE ABOVE REFERRED TO

#### **"said Premises"**

**All That** the piece or parcel of revenue redeemed land measuring about **39 (thirty-nine) Cottahs, 15 (fifteen) Chittacks and 14 (fourteen) Square Feet** {on actual measurement 40 (forty) Cottahs, and 3 (three) Chittaks and 14 (fourteen) Square Feet}



**Together With** two storied brick built building, out houses, boundary walls and other structures whatsoever lying erected and or built thereon situated at and being municipal premises **No. 130, Netaji Subhas Chandra Bose Road (also known as 111, Regent Park), Ward No. 95, Police Station - Sadar Tollygunge (now Jadavpur), Kolkata-700 040.** The said premises is butted and bounded in the manner as follows:

- On the North** : By Ashoka Hall School, Premises No.110, N.S.C. Bose Road, Kolkata;
- On the South** : By public road running between Netaji Subhas Chandra Bose Road and Jadavpur;
- On the East** : By old municipal road;
- On the West** : By public road beyond which is premises No.129, N.S.C.Bose Road, Kolkata;

### THE THIRD SCHEDULE ABOVE REFERRED TO

#### “said Unit”

ALL THAT the **Residential Flat** being **Unit No. \_\_\_\_\_** containing by measurement carpet area \_\_\_\_\_ **Square Feet** (equivalent to built up area \_\_\_\_\_ square feet) be the same a little more or less, Exclusive Balcony having area of \_\_\_\_\_ **Square Feet**, Exclusive open Terrace having area of \_\_\_\_\_ **Square Feet** on the \_\_\_\_\_ **Floor** of the building **Together With** right to use **covered/open/mechnical car parking space** for \_\_\_\_\_ medium sized car on the \_\_\_\_\_ **Floor** of the building complex named and known as **“TOLLY EXOTICA”** at Municipal Premises **No. 130, Netaji Subhas Chandra Bose Road (also known as 111, Regent Park), Ward No.95, Police Station - Sadar Tollygunge (now Jadavpur), Post Office - Regent Park, Kolkata-700 040,** **Together With** an undivided proportionate share or interest in the land beneath the building **“TOLLY EXOTICA”** at No. 130, Netaji Subhas Chandra Bose Road (also known as 111, Regent Park), Ward No. 95, Police Station - Sadar Tollygunge (now Jadavpur), Post Office - Regent Park, Kolkata-700 040, more fully described in the *Second Schedule* above written **As Also** the right to use and enjoy in common with the owners and occupiers of other Units and spaces at the building the common parts, described in the *Fourth Schedule* hereunder written;

### THE FOURTH SCHEDULE ABOVE REFERRED TO

The common parts, areas and facilities mentioned in this Agreement shall include.

- a) The beams supports, main walls, corridors, lobbies, stair-landings, stair-ways, pump room, lift well, lift machine rooms, electric meters room entrance to and exits from the building and other areas and spaces of the buildings intended for the common use;

- b) Installation of common services such as water sewerage etc;
- c) Lift, generator, pump, motor, pipes, ducts and all apparatus and installations in the said building for common use;
- d) Generator room and durwan room at the said building;
- e) Underground water reservoir and the overhead water tank water pump with motor and water distribution pipes to the overhead water Tank and also to all floor of the building.
- f) Municipal water supply and/or Deep Tube Well for water supply.
- g) Water waste and sewerage evacuation pipes and drains from the units to drain and sewers.
- h) Fire fighting equipments.
- i) Electrical installations with main switch and the meter.
- j) Concealed Electric Wiring and fittings and fixtures for lighting the stair case, common areas, lobby and landings and also operating the lift.
- k) Toilets on the ground floor for drivers, servants and security personnel.
- l) Fire fighting equipments to be installed in the common parts of the building.
- m) Such other areas, installations and/or facilities as the Vendors may specify to from part of the common parts, areas and installations of the building.

### THE FIFTH SCHEDULE ABOVE REFERRED TO

#### Part - I

#### "Extras"

1. On or before the execution of this Deed, the Purchaser(s) *has/have* paid to the Vendors the following amounts as Extras on the basis of the super built up area of the "said Unit":
  - (a) **Rs. ....** per Square Feet towards Purchaser(s)' share of the costs, charges and expenses for procuring transformer, electricity connection for the Building;
  - (b) **Rs. ....** per Square Feet towards the costs, charges and expenses for common generator and its accessories and providing connection to the "said Unit" for supply of power during power failure;
  - (c) **Rs. ....** per Square Feet towards the proportionate costs and charges for formation of Holding Organisation;
  - (d) **Rs. ....** per Square Feet towards the proportionate costs and charges for installation of water filtration plan and its accessories;
  - (e) **Rs.....p. per cent** of total consideration towards the fees and/or legal charges of the Advocates for preparation of this Sale Deed;

- (f) **Rs. ....** per Square Feet towards the costs, charges and expenses for causing mutation of the name of the Buyer as also separate assessment of Municipal Taxes in respect of the "said Unit";
2. In addition to the above specified amounts, the Buyer shall also pay to the Owners the following amounts :-
- (a) Proportionate share of any costs, charges and expenses for setting up or providing any additional or extra facilities or installation in addition to those mentioned in the *Fourth Schedule* hereinabove written;
- (b) Amounts of stamp duty, registration fees and allied expenses on account of execution and registration of this Sale Deed and other documents to be executed and/or registered in pursuance hereof;
- (c) Proportionate amount of the Security Deposit as may be required by CESC Limited as also the amounts of expenses required to be incurred for separate meter in respect of the "said Unit" directly from CESC Limited and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations;
- (d) Service Tax, G.S.T., Value Added Tax (VAT) or any other statutory charges/levies by any name called, if applicable and payable on account of the "said Unit" or on the transfer thereof;
- (e) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the "said Premises" and/or the "said Unit" and/or the Building or on the construction or transfer of the "said Unit" envisaged hereunder payable by the Buyer wholly if the same relates to the "said Unit" and otherwise proportionately;

### Part - II

#### **"Deposits"**

On or before the execution of this Deed, the Purchaser(s) *has/have* deposited with the Vendors the under-mentioned amounts, which would be held by the Vendors and shall be made over to the Holding Organisation on its formation after adjusting and/or deducting there from the costs and charges incurred by the Vendors:-

- (a) The Purchaser(s) *has/have* deposited with the Vendors an amount calculated @ **Rs. \_\_\_/=** per Square Feet of the total super built up area of the "said Unit" as and by way of Security for due payment by the Purchaser(s) in respect of the monthly maintenance charges and other outgoings on account and in respect of the "said Unit". Such deposit amount shall carry no interest;
- (b) The Purchaser(s) *has/have* also deposited with the Vendors an amount calculated @ **Rs. \_\_\_/=** per Square Feet of the total super built up area of the "said Unit" as and by way of security for due payment by the Purchaser(s) in respect of the Municipal tax and other rates and taxes on account of the "said Unit" for the period till separate assessment of Municipal taxes in respect of the "said Unit". Such deposit amount shall carry no interest.
- (c) The Purchaser(s) *has/have* also deposited with the Vendors an amount calculated @ **Rs. \_\_\_/=** per Square Feet of the total super built up area of the

“said Unit” towards sinking funds for and on account of repair, replacement and installation of capital assets at the building. Such deposit shall carry no interest.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

Costs, expenses and outgoings and obligations for which all Purchaser(s) are to contribute proportionately.

- a) The expenses of maintaining, repairing, redecoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the *Fourth Schedule* above written;
- b) The expenses of repairing, maintaining, white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the *Fourth Schedule* above written;
- c) The cost of cleaning and lighting the entrance, Drive, ways and passages of the building complex and also the building lobby, corridors, stair-case, lift and other common areas;
- d) Cost of decorating the exterior of the building;
- e) Costs of security arrangements;
- f) Salary, Wages, fees and remuneration of Durwans, Lift man, Sweepers, Plumbers, Electricians, Care-takers or any other persons whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof;
- g) Costs of installing and maintaining fire safety equipments and also fire safety and security measures as required under the concerned laws and rules.
- h) Insurance Premium for insurance of the building, if insured against earthquake, fire and other risks;
- i) Costs and expenses for running and operating of all machine equipments and installations comprised in the common parts, areas and installation including lift, Generator, water pump with motor etc. and also costs of repairing and replacing the same;
- j) Costs of establishment and other expenses of the Association for and on account of looking after the common purposes;
- k) Expenses for serving/supply of common facilities and amenities;
- l) All other costs, expenses and outgoings including litigation costs for common purposes;
- m) Such other costs and expenses as are necessary incidental to the maintenance or up-keeping of the premises and of the common area facilities and amenities;

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**PART - I**

**(Easements, rights and privileges)**

1. The Purchaser(s) will be entitled to all rights privileges vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the "said Unit" and the properties appurtenant thereto usually held used occupied or enjoyed or reputed to be known as part or parcel thereof or appertaining thereto which are herein more fully specified **EXCEPTING AND RESERVING** unto the Vendors the rights of easements and Quasi-easements privileges and appurtenances more fully described in *Part-II* of the *Seventh Schedule* hereunder written.
2. The rights of access and use in common with the Vendors and/or the Owners and/or occupiers of other Units at the Building, their servants agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the "said Unit" such drains wires and conduits and for the purpose of repairing or cleaning any part or parts of the "said Unit" and/or common parts in so far as such repairing repainting or cleaning as aforesaid cannot be reasonably carried out without such entry AND in all such cases excepting emergent situation upon giving 48 hours previous notice in writing of the Purchaser(s)' intention to do so written to the Vendors and other persons affected thereby.

## **PART - II**

### **(Easements reserved by the Vendors)**

The under mentioned rights easements quasi-easements privileges and appurtenances shall be excepted out of the sale and be reserved unto the Vendors.

1. The right in common with the Purchaser(s) and/or other person or persons entitled to the other Units and/or other parts of the Building for the use and enjoyment of other units and/or the common parts and essential services.
2. The right of passage in common with the Purchaser(s) and other person or persons as aforesaid of electricity, telephone and water from and to any part of the said Building through or over the "said Unit" and/or the land and the Building as may be reasonably necessary for the beneficial use and occupation of the other units or portions of the said land and building for all purpose whatsoever.
3. The right of protection of other portion or portions of the said building and all parts of the "said Unit" so far as they now protects the same.
4. The right as might otherwise become vested in the Purchaser(s) by means of any structural alteration to the "said Unit" or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.

5. The right of the Vendors and the Owners and/or occupiers of other part or parts of the said building for the purpose of ingress to and egress from such other part or parts of the said Building, the front entrance, the tube well, transformer, staircases, lifts, open and covered spaces and other common portions.
6. The right with or without workmen and necessary materials to enter upon the "said Unit" from time to time for the purpose of repairing so far as may be necessary of the pipes drains and wires conduits and other common portions or amenities as aforesaid provided.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**Purchaser(s)' Negative Covenants**

- a) Not to use the "said Unit" in such manner nor to commit such act, which may in any manner cause nuisance or annoyance to the Purchaser(s) of other Units and/or occupiers of the neighboring properties;
- b) Not to use the "said Unit" or permit the same to be used for any purpose other than the purpose for which the same is meant and has been sanctioned by the Municipal Corporation.
- c) Not to allow the storage of any goods, articles or things in the stair-case, lobbies or other common parts or areas of the said building or portion thereof;
- d) Not to block or permit the blocking of the stair-case, lobbies, or other common parts or areas of the said building or any portion thereof;
- e) Not to bring or keep or store any inflammable dangerous or combustible goods articles and things in or upon the "said Unit";
- f) Not to decorate the exterior of the "said Unit" otherwise than in the manner the "said Unit" will be delivered;
- g) Not to display or put up any neon-sign or other signboard on the outer walls of the "said Unit" or any part of the said building, except as may be approved by the Vendors;
- h) Not to put up any Air-conditioner, except at the space or portion as may be meant for the purpose;
- i) Not to throw or accumulate or permit the throwing or accumulating of any dirt, rubbish or other refuses in the "said Unit" or in the common parts or other portions of the said building;

- j) Not to claim partition or sub-division of the said land or the common parts of the said building;
- k) Not to claim any right over and in respect of the roof and parking spaces and open spaces on the ground floor of the building complex except the right to park cars are specifically granted to the Purchaser(s). It is made clear that the roof and also the parking spaces and the open spaces on the ground floor of the building shall always be the property of the Vendors and be at the exclusive disposal of the Vendors herein.
- l) Not to carry on any obnoxious, illegal or offensive trade or business activities in the "said Unit" or portion of the said building including the common parts.
- m) Not to install Generator set either at the "said Unit" or any part of the said building or in the parking spaces allotted to the Purchaser(s) herein except as may be approved by the Vendors.
- n) Not to permit blocking of the lobbies, stairs, landings and other common parts of the building;
- o) Not to permit or allow *his/her/their* staff to store goods or sleep or otherwise use or occupy the lobbies, landings or other common portions or spaces of the buildings;
- p) Not to affix cables and/or wires for T.V., Electricity and Telephone in any part of the building except through the ducts meant for the purpose;
- q) Not to cause affixation of grills and/or outside paint, which in any manner changes or effects the exterior grill design and/or the exterior paint scheme and/or the façade of the building;
- r) Not to claim any right to use the common parts areas beyond the ground floor of the building and the right in respect of the installation of amenities except the right of common use and enjoyment thereof;
- s) Not to do anything whereby the rights of the Vendors and/or the Purchaser(s) of the other Units at the building are effected or prejudiced in any manner and/or which may effect or prejudice the use and enjoyment of the other Units and/or portions and/or the common parts at the building by the Owners and/or occupiers of other Units at the building;
- t) Not to do anything whereby the Purchaser(s) of other Units at the Building are obstructed or prevented from the use or enjoyment of their respective Units and/or the common areas;

- u) Not to do or permit to be done any act deed or thing which may render void or voidable the insurance of any Unit/s or other portions of the building or cause any insurance premium to be increased in respect thereof.
- v) Not to permit *his/her/their* staff members to allow outsiders or their relations and others to stay in any portion of the building.
- w) Not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the Varandahs, lounge or any external walls or the fences of external doors and windows including grills of the "said Unit";
- x) Not to do anything, which prevent the Vendors from making further or additional legal constructions notwithstanding any temporary disruption in the Purchaser(s)' enjoyment of the "said Unit".

**IN WITNESS WHEREOF** the Vendors and the Purchaser(s) above named have put their respective hands and seals the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED** by  
the **Vendors** above named at Kolkata in  
the presence of:

**Witness:**

1.

2.

**SIGNED, SEALED AND DELIVERED** by  
the **Purchaser(s)** above named at Kolkata  
in the presence of:

**Witness:**

1.

2.



**Drafted & Prepared by**  
**M/s. B.K. Jain & Co. (Advocates)**  
**6A, K.S. Roy Road,**  
**Kolkata - 700001**  
**Sandeep Jain, Advocate**  
**Enrollment No. F-961/1373/96**

RECEIVED of and from the within named Purchaser(s) the within-mentioned payment of the consideration as per Memo written herein below.

..... \ : .....

(Rupees ..... ) Only;

**MEMO OF CONSIDERATION**

| Sl. No. | Dated of receiving | Cheque No./RTGS No. | Bank       | Cheque Amount | Service Tax | Net Consideration Amount |
|---------|--------------------|---------------------|------------|---------------|-------------|--------------------------|
| 1.      | .....              | .....               | ..... Bank | \ : .....     | .....       | .....                    |
| 2.      | .....              | T.D.S. 1%           |            | \ : .....     |             | .....                    |
|         | <b>Total:</b>      |                     |            | \ : .....     |             | .....                    |

(Rupees ..... ) Only;

Witnesses:-

~~~~~  
DATED THIS ..... DAY OF ..... 201...  
~~~~~

BETWEEN

MESSRS AADYA AARNA REALTY LLP

..... VENDOR

AND

.....

..... PURCHASER(S)



~~~~~  
INDENTURE OF CONVEYANCE  
~~~~~

Flat No....., ..... Floor

**B.K.Jain & Co.**

(Advocates)

6A, Kiran Shankar Roy Road,  
Ground Floor, Kolkata-700 001