

THIS DEED OF CONVEYANCE made this _____ day of _____, **TWO THOUSAND AND EIGHTEEN BETWEEN (1) LIFEMAKE CONSTRUCTION PRIVATE LIMITED (PAN AACCL4327N)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 1, Sarojini Naidu Sarani, 7th Floor, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata - 700 017, **(2) MONOGRAM TRADELINK PRIVATE LIMITED (PAN AAGCM3164L)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata - 700 020 **(3) SANKET VINCOM PRIVATE LIMITED (PAN AAOC2273A)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata - 700 020 **(4) PANCHAMUKHI TRADECOM PRIVATE LIMITED (PAN AAFCP4652F)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata - 700 020 **(5) NIGAM HOUSING PRIVATE LIMITED (PAN AAECN0724F)**, a Company incorporated

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under the Companies Act, 1956 having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata - 700 020 **(6) NIGAM PROJECTS PRIVATE LIMITED (PAN AAECN0726H)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata - 700 020 **(7) LOK DEVELOPERS PRIVATE LIMITED (PAN AABCL3418M)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 7, Rabindra Sarani, 1st floor, Room No. 2, Police Station Hare Street, Post Office Lalbazar, Kolkata - 700 001 **(8) LOK REALTORS PRIVATE LIMITED (PAN AABCL3417E)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 7, Rabindra Sarani, 1st floor, Room No. 2, Police Station Hare Street, Post Office Lalbazar, Kolkata - 700 001 **(9) NIGAM REALTORS PRIVATE LIMITED (PAN AACCN5672J)** having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani Kolkata - 700 020 **(10) SRISHTI CONSULTANTS PRIVATE LIMITED (PAN AADCS7430E)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 2/6, Sarat Bose Road, 2nd floor, Room No. 203, Police Station Ballygunge, Post Office Lala Lajpat Rai Sarani, Kolkata - 700 020 **(11) MEGACITY TRADERS LLP (PAN ABCFM4913D) (formerly MEGACITY TRADERS PRIVATE LIMITED)**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office address at 5, Dr. Rajendra Prasad Sarani, 8th Floor, Room No. 8K, Police Station Hare Street, Post Office GPO, Kolkata - 700 001 **(12) BANGABHUMI CONSTRUCTIONS PRIVATE LIMITED (PAN AACCB3587G)**, a Company incorporated under the Companies Act, 1956 having its registered office address at Rawdon Enclave, 1st Floor, 10A, Rawdon Street, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata - 700 017 **(13) BOLERO COMMERCIAL PRIVATE LIMITED (PAN AAECB0562H)**, a Company incorporated under the Companies Act, 1956 having its registered office address at Rawdon Enclave, 1st Floor, 10A, Rawdon Street, Police Station and Post Office Shakespeare Sarani, Kolkata - 700 017 **(14) BOLERO TRADELINK PRIVATE LIMITED (PAN AAECB0963E)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 5/1A Hungerford Street, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata - 700 017 **(15) SANKET TRADECOM PRIVATE LIMITED (PAN AAOCS2272B)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 7, Ironside Road, Police Station Karaya, Post Office Ballygunge, Kolkata - 700 019 **(16) ANKUSH VINCOM PRIVATE LIMITED (PAN AAICA5975B)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 226/1, AJC Bose Road, 5th Floor, Block No. 5C, "Trinity", P.S. Ballygunge, P.O. L.R. Sarani, Kolkata - 700 020 **(17) OVERGROW NIRMAAN PRIVATE LIMITED (PAN AABCO7800L)**, a Company incorporated

under the Companies Act, 1956 having its registered office address at 226/1, AJC Bose Road, 5th Floor, Block No. 5C, "Trinity", P.S. Ballygunge, P.O. L.R. Sarani, Kolkata – 700 020 **(18) BLUESNOW REALCON LLP (PAN AAQFB8108G) (formerly BLUESNOW REALCON PRIVATE LIMITED)** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office address at 8A & 8B Satyam Towers, 3, Alipore Road, 1st Floor, Police Station Alipore, Post Office Alipore, Kolkata-700027 **(19) SIDHISHREE HOUSING PRIVATE LIMITED (PAN AASCS7393F)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 1, Sarojini Naidu Sarani, 7th Floor, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700 017 **(20) ROSERISE CONSTRUCTION PRIVATE LIMITED (PAN AAGCR2929E)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 1, Sarojini Naidu Sarani, 7th Floor, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700 017, all represented by their Constituted Attorney **Sri Harish Kumar Singhania** (PAN ALPPS2746D), son of Late Keshardeo Singhania, by occupation Business, residing at 35/1, Diamond Harbour Road, Post Office Mominpur, Police Station South Port, Kolkata - 700 027, vide a Power of Attorney dated 27.02.2014, registered at the office of the District Sub-Registrar-IV, South 24 Parganas in Book No. I, Volume No. 9, Pages 327 to 346, being No. 01540 for the year 2014 hereinafter referred to as “the **PROMOTERS/VENDORS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or nominees and assigns) of the **FIRST PART AND LIFEMAKE CONSTRUCTION PRIVATE LIMITED (PAN AACCL4327N)**, a Company incorporated under the Companies Act, 1956 having its registered office address at 1, Sarojini Naidu Sarani, 7th Floor, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700 017, represented by its Director **Sri Ravindra Khaitan, (PAN AFQPK8488R)**, son of Late Ratanlal Khaitan, by occupation business, residing at 5, J.B.S. Halden Avenue, Block – IV, Flat No. 5A, “Silver Spring”, Police Station Pragati Maidan (formerly Tiljala), Post Office Dhapa, Kolkata - 700 105 hereinafter referred to as the **‘DEVELOPER’**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors, successors in office, successors in interest, nominee, or nominees and assigns) of the **SECOND PART AND** _____, hereinafter referred to as the **‘ALLOTTEE/PURCHASER’**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include her legal heirs, legal representatives, successors, executors and administrators) of the **THIRD PART**

W H E R E A S:

A. In these presents unless there be something repugnant or contrary to the subject or context, or otherwise agreed upon, the following terms or expressions shall have the meaning assigned to them.

- i) SAID PREMISES** shall mean the land containing an area of **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No. 55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No. 178, Netaji Subhas Road, Kolkata 700 149 in Ward No.17, Rajpur Sonarpur Municipality in the District of South 24-Parganas, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- ii) PROJECT/BUILDING/S AND/OR NEW BUILDING/S** shall mean the New Residential Building/project named **“AMAYA RESIDENCES”** proposed to be constructed at the said Premises and for the time being containing several Blocks and containing several independent and self contained flats/apartments, parking spaces and other constructed areas.
- iii) ALLOTTEES / UNIT-HOLDERS** according to the context shall mean the persons who for the time being have purchased or agreed to purchase from the Promoters any Unit in the Building and have taken possession thereof (including the Promoters for those Units and other constructed spaces not alienated by them and/or reserved and/or retained by them for their own exclusive use).
- iv) COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Promoters for exclusive use and enjoyment by the occupants of the Said Premises.
It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats/apartments, exclusive greens / gardens attached to any particular flat or flats/apartments and other open and covered spaces at the Premises and the Buildings which the Promoters may from time to time express or intend not to be so included in the common areas and installations and the Promoters shall be entitled to deal with and/or dispose of the same in their absolute discretion, to which the Allottee hereby consents.
- v) COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the

Common Areas and Installations and rendition of common services in common to the allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees.

- vi) COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- vii) UNITS** shall mean the independent and self-contained flats/apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said premises and wherever the context so permits or intends shall include the servant's quarter / store room and/or Parking Space/s and/or exclusive right to use of roof/s / terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats/apartments.
- viii) PARKING SPACES** shall mean covered parking spaces in or portions of the Buildings / Blocks at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Promoters at their sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee thereof having any ownership or title to the space thereof. It is also clarified that in case any parking be a stack car parking, then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).
- ix) CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment.

- x) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Buildings (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- xi) **CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Buildings and the Premises, attributable to such Unit as shall be determined by the Promoters in their absolute discretion. In case any terrace / roof be attached to any flat, then one-half area of such terrace / roof shall be taken as Chargeable Area thereof.
- xii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the chargeable area of the said Unit may bear to the chargeable area of all the Units in the Said Premises;
PROVIDED THAT where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);
- xiii) **SAID UNIT** shall mean the Residential Flat No. _____ on the _____ (_____) **floor** of the Block _____ Tower _____ of the Buildings to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Promoters as mentioned in **PART-II** of the **THIRD SCHEDULE** to these presents **and wherever the context so permits** shall include the servant's quarter / store room if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the Allottee's proportionate undivided indivisible impartible variable share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat if so

specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

- xiv) DEVELOPMENT AGREEMENT** shall mean the agreement for development dated 27.02.2014 registered at the office of the District Sub-Registrar-IV, South 24 Parganas in Book No. I, Volume No. 9, Pages 182 to 208, being No. 01537 for the year 2014 and entered into by and between the Promoters/Vendors herein, therein referred to as the Owners of the one part and the Developer herein, therein also referred to as the Developer of the other part, whereby the Promoters appointed the Developer to develop **163.72 Sataks** of land. It is clarified that in case the Developer acquires development rights to any more adjoining lands, then the definition of Development Agreement will include the same as well.
- xv) DEEMED DATE OF POSSESSION /DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 5 of the sale agreement or the date of expiry of the period specified in the notice by the Promoters or any of them to the Allottee to take possession of the said Unit in terms of the said clause 5 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xvi) MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoters for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoters in their absolute discretion.
- xvii) MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoters shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoters.
- xviii) SALE AGREEMENT** shall mean the Agreement dated _____ entered into by and between the Promoters/Vendors and the Allottee, whereby and where under the Allottee agreed to purchase and acquire the said Unit and shall include all modification/supplemental documents, if made in writing.

- xix)** **PLAN** shall mean the plan the plan for the time being sanctioned by the Rajpur Sonarpur Municipality vide Building Permit No.2198/CB/17/62 dated 17/03/2015 as further renewed on 27/08/2018 for construction of the Buildings at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoters. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoters shall be entitled to construct and deal with the same, to which the Allottee hereby consents.
- xx)** Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxi)** Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxii)** The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

B. Devolution of title of the Promoters to the said Premises is set out in the **SEVENTH SCHEDULE** hereunder written.

C. By and under a Development Agreement dated 27.02.2014, the Promoters herein appointed the Developer to develop the **said premises** on the terms and conditions therein contained and the Developer undertook construction and development thereof in accordance with the plans sanctioned therefor.

D. By and under and in terms of the Sale Agreement, the Purchaser agreed to purchase and acquire the said Unit described in the **SECOND SCHEDULE** hereunder written, at or for the consideration and on and subject to the terms and conditions therein contained, as modified and/or superseded by these

presents. The construction of the said Unit and the Block in which the same is situated is complete. Possession was delivered by the Owners to the Purchaser.

K. The Maintenance Company shall be formed for taking over charge of the maintenance, management and affairs of the Project and in particular the Common Areas and Installations there at from the Developer, and the Purchaser agrees and undertakes to not at any moment of time form their own Association along with the other co-owners of the Project and shall always keep the Maintenance Company, Maintenance In Charge and/or the Developer indemnified with regard thereto. The Developer intends to handover charge of the maintenance, management and affairs of the Project and in particular the Common Areas and Installations there at to the Maintenance In Charge in due course.

L. The Purchaser has requested the Promoters to convey the said Unit in favour of the Purchaser and deliver vacant peaceful possession of the said Unit to the Purchaser thereafter.

M. Accordingly, at the request of the Purchaser, the Promoters are now conveying in favour of the Purchaser herein proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated **and** the Developer is conveying/granting the said Unit to the extent of the construction thereof in favour of the Purchaser.

N. At or before the execution hereof, the Purchaser has fully satisfied himself as to:

- (i)** the rights, title and interest of the Promoters to the said Premises and accepted the same to be free from all encumbrances, whatsoever;
- (ii)** the rights of the Developer under the Development Agreement;
- (iii)** the workmanship and quality of construction of the said Unit and the Project constructed so far, the structural stability of the Blocks constructed so far and other structures and the various installations and facilities in or for the Project for the common use and enjoyment;
- (iv)** the total area comprised in the said Unit;

- (v) the plans sanctioned and/or to be sanctioned by the Rajpur Sonarpur Municipality and/or any other appropriate authorities and also as regards the validity and all other aspects thereof and the Completion Certificate with regard thereto;
- (vi) The scheme of development of the Project herein envisaged and the fact that the Developer has undertaken development of the said Premises and that all the Common Areas and Installations shall be for the common use of all the co-Promoters/allottees/unit-holders of the entire Project and that all the co-Promoters/allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of Common Expenses pertaining thereto without having any share/ownership therein.

I. NOW THIS DEED WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs.** _____/- (**Rupees** _____) **only**, paid by the Purchaser to the Developer at or before the execution hereof (the receipt whereof the Developer doth hereby as also by the receipt and memo of consideration hereunder written admits and acknowledges) the Promoters and the Developer do and each of them doth hereby grants, sells, conveys, transfers, releases, assigns and assures (each of them conveying and transferring their respective rights title and interest) unto and to the Purchaser **All That** the said Unit, as more fully and particularly mentioned and described in the **Second Schedule** hereunder written **Together With** the proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated, attributable and appurtenant to the Flat agreed to be purchased by the Purchaser **Together With** the proportionate undivided indivisible impartible variable share in the Common Areas and Installations **Together With** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **And** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **And Together With** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed fulfilled and performed **And Also Subject To** the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly and the Common Expenses proportionately and all other outgoings in

connection with the said Unit wholly and the said Premises and in particular the Common Areas and Installations proportionately **Excepting And Reserving** unto the Promoters and the Developer and the persons deriving title from them such easements quasi-easements and rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written.

II. THE PROMOTERS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- i) The interest which the Promoters and the Developer respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners or the Developer or any of them or any person or persons claiming through under or in trust for them or their respective predecessors **AND** freed and cleared from and against all manner of encumbrances charges trusts liens and attachments whatsoever save only those as are expressly mentioned therein.
- iii) The Promoters and the Developer after completion of construction and sale of the entire Project and unless prevented by fire or some other irresistible force or accident shall at the reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents the title deeds in connection with the said Premises and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE PURCHASER DOTH HEREBY COVENANT WITH THE DEVELOPER AND THE PROMOTERS as follows:

- 1. The Purchaser so as to bind himself to the Developer and the Promoters and the other co-owners and so that this covenant shall be for the benefit of the said Project and other units therein and every part thereof hereby covenants with the Developer and the Promoters and with all the other co-owners that the Purchaser and all other persons deriving title under him shall at all times hereafter observe the terms, conditions, covenants and restrictions set forth herein and also in the Sale Agreement (as modified and/or amended by virtue of the further terms, conditions and covenants herein agreed and

mentioned), which are not being repeated herein to avoid prolixity and the same shall apply to these presents mutatis mutandis. In case of any difference or contradiction between the terms hereof and the terms of the Sale Agreement, then the terms hereof shall supersede and prevail.

- 2.** The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Developer or the Promoters on account of workmanship or quality of materials or fittings or fixtures used in the said Unit nor on account of any constructional defect in the said Unit.
- 3.** The Purchaser has fully understood the scheme of development of the Project herein envisaged and is fully aware of the fact that the Developer has undertaken development of the said Premises that all the Common Areas and Installations shall be for the common use of all the co-Promoters/allottees/unit-holders of the entire Project and that all the co-Promoters/allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of Common Expenses pertaining thereto.
 - 3.1** The Purchaser is also aware of the fact that various plans have been sanctioned from time to time by the concerned authorities and the plans shall also include all fresh sanctions and/or sanctionable modifications of the plans as may be sanctioned from time to time and/or additions and/or alterations thereto as may be made from time to time by the Developer and/or the Owners. The Purchaser has also noted and is aware of the fact that in case additional constructions are sanctioned by the concerned authorities, then the Developer and Promoters (as per the arrangement between them) shall be entitled to construct and deal with the same, to which the Purchaser hereby consents. The Purchaser is also aware of the fact and consents and admits that owing to construction of additional floors/areas as hereinbefore contemplated, the proportionate undivided share of the Purchaser in the land underneath the Block (in which the Flat agreed to be purchased by the Purchaser is situated) and in the Common Areas and Installations shall be and/or is likely to stand reduced.
 - 3.2** The Purchaser shall not be entitled to make any additions or alterations in the said Unit and if so made by the Purchaser, the Purchaser shall be liable to pay to the Developer, liquidated damages assessed @ Rs. ____/- (Rupees _____) only, per sq. ft. of the super built up area of the Flat in which such additions and alterations are made.
 - 3.5** For smooth running and maintenance of the Project, the Purchaser ensures, agrees and undertakes that the Purchaser shall not at any moment of time

form his own Association along with the other co-owners of the Project and shall keep always the Maintenance Company, Maintenance In Charge and/or the Developer indemnified with regard thereto. The Developer intends to handover charge of the maintenance, management and affairs of the Project and in particular the Common Areas and Installations there at to the Maintenance In Charge upon completion of the Project in due course.

4. As from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein), the Purchaser agrees and covenants:
- a) To co-operate with the other co-owners and the Developer in the maintenance, management and affairs of the Project and the concerned Block.
 - b) To observe the rules framed from time to time by the Developer and/or the Maintenance Company and upon formation, by the Maintenance In Charge, for quiet and peaceful enjoyment of the Project as a decent Project.
 - c) To allow the Developer with or without workmen to enter into the Flat for the maintenance and repairs.
 - d) To pay and bear the Common Expenses and other outgoings and expenses from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein) and also the rates and taxes for and/or in respect of the Project including those mentioned in the **Fourth Schedule** hereunder written proportionately for the Project and/or the Common Areas and Installations and wholly for the said Unit.
 - e) Not to sub-divide the Flat and/or the parking space or any part or portion thereof.
 - f) Not to do any act deed or thing or obstruct the present or future construction and completion of the Project or the Block in any manner whatsoever notwithstanding any inconvenience in the Purchaser's enjoyment of the Flat.
 - g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project or the Block and/or compound or any portion of the Project or the Block.
 - h) Not to store or bring and allow to be stored or brought in the Flat any goods of hazardous or combustible nature or which are so heavy so

as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner, whatsoever.

i) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Block or any part thereof.

j) Not to fix or install air conditioner in the Flat save and except at the places, which have been specified in the Flat for such installation.

k) Not to do or cause anything to be done in or around the Flat which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the Flat or adjacent to the Flat or in any manner interfere with the use, right and enjoyment thereof or any passage or amenities available for common use.

l) Not to damage or demolish or cause to be damaged or demolished the Flat or any part thereof or the fittings affixed thereto.

m) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Flat which in the opinion of the Developer or the Association differs from the colour scheme of the Project or the Block or deviation of which in the opinion of the Developer or the Association may affect elevation in respect of the exterior walls of the Block.

n) Not to install grills the designs of which have not been suggested or approved by the Developer.

o) Not to make in the Flat any structural addition and/or alteration and/or damage such as beams, columns, partition walls etc.

p) Not to fix or install any antenna on the roof or terrace of the Block nor shall fix any window antenna not entitled for any connection of his own excepting that the Purchaser shall be entitled to avail of the cable connection facilities to be provided by the Developer to the Purchaser and also the other owners of the flats in the Project at their cost. The Purchaser shall not be entitled to obtain any other cable connection or DTH services other than that provided by the Developer in the Project.

- q)** Not to use the Flat or permit the same to be used for any purpose whatsoever other than residential and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the Project or to the owners and occupiers of the neighboring properties or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating and Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or pull up any kutcha or pucca construction grilled wall/enclosures thereon or parts thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.
- r)** Not to use the allocated parking space(s) or permit the same to be used for any other purpose whatsoever other than parking of his own car/cars/two wheeler/s.
- s)** Not to park car/two wheeler in the pathway or open space of the Project or at any other place save and except the space allotted and purchased by the Purchaser and shall use the pathways as would be decided by the Developer.
- t)** Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or may be visible to the outsiders.
- u)** Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Block save a letter box at the place in the ground floor as may be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his Flat.
- v)** Not to alter the outer elevation of the Block or any part or portion thereof nor decorate the exterior of the Block otherwise than in the manner agreed by the Developer, Maintenance Company and/or the Maintenance In Charge in writing or in the manner as near as may be in which it was previously decorated.
- w)** Not to bring in any contractor or any labour or mason of his own without the written consent of the Developer into the Project so long as the Project is not completed fully and made over by the Developer.

- x)** To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Maintenance In Charge and after it's incorporation to comply with and/or adhere to the building rules and regulations of such Maintenance In Charge.
- y)** To use the common areas, installations only to the extent required for ingress to and egress from the Flat of men and materials and passage of utilities and facilities.
- z)** To keep the common areas, open spaces, parking areas, paths, passages, gardens, staircases, lobbies, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the Project or the Block.
- aa)** Not to claim any right whatsoever or howsoever over any other flats or portions or roof in the Project or Block save the Flat.
- bb)** Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other flats in the Block.
- cc)** Not to let out transfer or part with the possession of the parking space, if the right of parking car/two wheeler is granted hereunder, independent of the Flat nor vice versa, with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Flat to any other co-owner of the Project and none else.
- dd)** Maintain at his own costs, the Flat in the same good condition state and order in which the same be delivered to the Purchaser and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to fire safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, Rajpur Sonarpur Municipality, WBSEDCL and/or any statutory authority and/or local body with regard to the user and maintenance of the Flat as well as the user operation and maintenance of the lift, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project or the Block and to make such additions and alterations in or about or relating to the Flat as may be required to be carried out by them or any of them, independently or in common with the other co-owners as the case may be without holding the Developer in any manner liable or

responsible there for and to pay all costs and expenses there for wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of its conditions or rules or bye-laws and shall indemnify and keep the Developer saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.

ee) To apply for and obtain at his own costs separate assessment and mutation of the Flat in the records of the Rajpur Sonarpur Municipality, and the Developer and the Owners shall give their consent for the same.

ff) Not to make and/or cause to be made or permit any disturbing noises or create nuisance in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. Not to play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such flat if the same shall disturb or annoy other occupants of the Block. Not to give vocal or instrumental instruction at any time in order to reduce sound emanating from a flat.

gg) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, stair windows, terraces or balconies or placed upon the window sills of the Block. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.

hh) No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the Block excepting such as shall have been approved by the Developer.

ii) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Block except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Block without similar approval.

jj) Water-closets and other water apparatus in the Flat shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the flat-owner in whose flat it shall have been caused.

kk) No bird or animal shall be kept or harboured in the common areas of the Block. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Block unless accompanied.

ll) No bird or animal shall be either killed, slaughtered, or offered in sacrifice, for any religious, communal, social, cultural, or for any other purpose whatsoever, in any visible part or portion of the Flat, open and covered two wheeler/car parking spaces/areas, any other open or covered spaces and areas, or in any part or portion of the Project.

mm) No radio or television aerial shall be attached to or hung from the exterior of the Flat.

nn) Garbage and refuse from the Flat shall be deposited in such place only in the Block or the Project and at such time and in such manner as the Developer, Maintenance Company and/or the Maintenance In Charge of the Project may direct.

oo) These house rules may be added to, amended or repealed at any time by the Developer, Maintenance Company and after formation, by the Maintenance In Charge.

5. In the event the Purchaser has been allotted any car parking space within the Project, then the Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions:

- (i) The Purchaser shall use the parking space only for the purpose of parking of his own small motor car/two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one small motor car/two wheeler according to the allotment letter/Sale Agreement thereat;
- (ii) The Purchaser shall not be entitled to transfer or assign such parking space or allow or permit any one to use the same as tenant, lessee, caretaker, licensee or otherwise or part with possession of the same, independent of the said Unit, to any person **save and except** to any other co-owner/Unit-Holder in the Project;
- (iii) The Purchaser shall not make any construction of any nature whatsoever in or around the parking space or any part thereof nor cover

such parking space by erecting walls/barricades etc., of any nature whatsoever;

(iv) The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted parking space;

(v) The Purchaser shall observe fulfill and perform all terms, conditions, stipulations, restrictions, rules, regulations etc., as may be made applicable from time to time by the Developer, Maintenance Company and thereafter the Maintenance In-Charge with regard to the user and maintenance of the parking spaces, in the Project;

(vi) The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such parking space if and as applicable, and shall indemnify and keep saved harmless and indemnified the Developer and the Promoters, the Maintenance Company and the Maintenance In Charge with regard thereto;

6. As a matter of necessity, the Purchaser in using and enjoyment of the Flat and the Common Areas and Installations binds himself and covenants to observe fulfill and perform the rules, regulations, obligations, covenants and restrictions as may be made applicable from time to time for the quiet and peaceful use enjoyment and management of the Project by the Developer, Maintenance Company and/or the Maintenance In Charge appointed by the Developer, and in particular the Common Areas and Installations and other Common Purposes.

6.1 The Purchaser shall regularly and punctually pay to the Developer, Maintenance Company and thereafter to the Maintenance In Charge with effect from the Date of Commencement of Liability, the amount of expenses and outgoings as are mentioned and contained in the **Fourth Schedule** hereunder written including, inter alia, the following:

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Flat directly to the Rajpur Sonarpur Municipality, Provided That so long as the Flat is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer, Maintenance Company and thereafter to the

Maintenance In Charge, proportionate share of all such rates and taxes assessed on the Project.

- ii)** All other taxes, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Flat or the Project as a whole and whether demanded from or payable by the Purchaser to the Developer and the same shall be paid by the Purchaser wholly in case the same relates to the Flat and proportionately in case the same relates to the Project /said Premises as a whole.
- iii)** Electricity charges for electricity consumed in or relating to the Flat and until a separate electric meter is obtained by the Purchaser for his flat, the Developer shall provide a reasonable quantum of power in the Flat from its existing sources and the Purchaser shall pay electricity charges to the Developer based on the reading shown in the sub-meter provided for the Flat at the rate at which the Developer shall be liable to pay the same to the WBSSEDCL.
- iv)** Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) hereunder written payable to the Developer, Maintenance Company and thereafter to the Maintenance In Charge, from time to time as may be and in the manner as may be determined.
- v)** All penalty, surcharge, interest, cost, and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including delayed payment surcharge as charged by the WBSSEDCL from its consumers for delay in payment of its bills) to the Developer, Maintenance Company and thereafter to the Maintenance In Charge.

6.2 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Developer and/or the Maintenance Company thereafter the Maintenance In Charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the

Flat or in the letter box in the ground floor of the Block earmarked for the Flat.

- 6.3** The Developer shall have at its own discretion, after sale of all the Units in the Project or earlier at the Developer's sole discretion, cause formation of the Maintenance In Charge for the purpose of taking over charges of the acts relating to the Common Purposes and for the purpose of maintenance and management of the Project and in particular the Common Areas and Installations, having such rules and regulations framed as may be deemed proper and necessary by the Developer.
- 6.4** The Purchaser agrees and covenants to become a member of the Maintenance In Charge, upon its formation, without raising any objection whatsoever and also abide by all the rules and regulations, restrictions and bye-laws as framed and/or made applicable by the Developer, Maintenance Company and/or the Maintenance In Charge for the Common Purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance In Charge and to do all the necessary acts, deeds and things.
- 6.5** As on date, the Developer intends to enter into an agreement with the Maintenance Company, laying down therein the terms, conditions, covenants and restrictions for the maintenance management user and enjoyment of the Project and in particular the Common Areas and Installations and the Purchaser agrees and covenants to abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Developer and the Maintenance Company and the same is and shall be deemed to be a covenant running with the land. The Purchaser hereby agrees and covenants to abide by the terms, conditions covenants as may be imposed by the Maintenance Company.
- 6.6** For compliance of all or any of the obligations of the Purchaser contained in Clauses 6.4 and 6.5 herein above, the Purchaser doth hereby appoints the Developer as his Constituted Attorney.
- 6.7** Till the time of the formation of the Maintenance In Charge and its taking over the charges of the acts relating to the Common Purposes, the Developer and/or the Maintenance Company shall look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the Developer and/or the Maintenance Company, the maintenance charges and other amounts payable by the Purchaser hereunder.

- 6.8** So long the Developer and/or the Maintenance Company authorized by the Developer is managing and maintaining the Project, the Purchaser shall not hold the Developer and/or the Maintenance Company liable for rendering any accounts or explanation of any expenses incurred by the Developer and/or the Maintenance Company in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Developer and/or the Maintenance Company responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser shall remain liable to indemnify and keep indemnified the Developer and/or the Maintenance Company for all liabilities due to non-fulfillment of the obligations contained herein by the Purchaser.
- 6.9** Upon formation of the Maintenance In Charge and upon sale of all the flats in the Project or earlier at the sole discretion of the Developer, the Developer shall transfer to the Maintenance In Charge all its rights responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Developer hereunder or so intended to be or so desired by the Developer hereafter) whereupon only the Maintenance In Charge shall be entitled thereto and obliged there for. All reference to the Developer with regard to the Common Purposes shall thenceforth be deemed to be reference to the Maintenance In Charge.
- 6.10** At the time of handing over the charge to the Maintenance In Charge, after completion of the Project, the Developer shall also transfer the residue then remaining of the deposit made by the Purchaser under the Sale Agreement after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Maintenance In Charge to the account of the co-owners respectively for the purpose thereof. The Purchaser shall not be entitled to raise any dispute and/or query with regard to the residue amount transferred by the Developer or the Maintenance Company to the Maintenance In Charge, nor shall be entitled to ask for accounts from the Developer or the Maintenance Company in that regard.
- 6.11** Furthermore, with effect from the date of formation of the Maintenance In Charge and its taking charges of acts relating to the Common Purposes, all the employees of the Developer and/or the Maintenance Company having appointment as on such date for the Common Purposes such as watchmen, security men, caretaker, sweeper, plumber etc. shall be employed and/or absorbed by the Maintenance In Charge with continuity of service with effect from such date.

6.12 In case, due to any reason whatsoever, the formation of the Maintenance In Charge becomes unfeasible or not practicable or impossible, then the Developer may in its absolute discretion award the job of managing and maintaining the Project to any third person or party under any contract or agreement or otherwise and on such terms and conditions as the Developer may agree with such person or party and the Purchaser shall abide by and honour the same and the same is and shall be deemed to be a covenant running with the land.

6.13 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Developer, Maintenance Company and thereafter the Maintenance In Charge, interest at the rate of __% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Developer, Maintenance Company and thereafter the Maintenance In Charge shall be entitled to:

- i)** Discontinue the supply of electricity to the Flat.
- ii)** Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his family members, servants, visitors, guests, tenants, licensees and/or the Flat.
- iii)** To demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Flat.

6.14 The Purchaser shall abide by all rules and regulations as shall be made from time to time by the Developer, Maintenance Company and thereafter the Maintenance In Charge relating to and/or concerning the use of the said Unit, Parking Space and the Common Areas and Installations in the Project and the said Premises without any objection denial or dispute whatsoever.

7. The Purchaser shall apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the Rajpur Sonarpur Municipality.

8. Purchaser's acknowledgements, covenants and assurances:

8.1 The Purchaser shall not cause any objection, obstruction, interference, or interruption at any time hereafter in the construction or completion of construction of or in the Project or other parts of the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoters and/or the Developer as elsewhere stated herein (notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the Project or the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer as elsewhere stated herein, or the sale or transfer of the other Units and other areas and spaces in the Project and the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer as elsewhere stated herein, is in any way interrupted or hindered or impeded with and if due to any act or deed of the Purchaser, the Promoters or the Developer are restrained from construction or development of the Project or the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer as elsewhere stated herein, or in the sale or transfer of the other Units and other areas and spaces in the Project and the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer as elsewhere stated herein, then and in that event, without prejudice to such other rights the Owners or the Developer may have, the Purchaser shall be liable to compensate and also indemnify the Promoters and the Developer for all losses, damages, costs, claims, demands, actions and proceedings suffered or incurred by the Promoters and/or the Developer as may be determined by them or any of them. For all or any of the purposes aforesaid, the Purchaser shall fully co-operate with the Promoters and the Developer with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as may be required by the Promoters or the Developer from time to time.

8.2 Save the said Unit, the Purchaser acknowledges that the Purchaser has no claim nor shall make claim of any right, title, or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or open spaces at the said Premises/Project.

8.3 The Purchaser shall not claim any right over and in respect of any open land at the said Premises (including side and back open spaces) or in the parking areas or any other open or covered areas of the Project and the said Premises reserved or intended to be reserved by the Owners and/or

the Developer for the exclusive use and enjoyment of themselves or any other person/body and not meant to be a common area or portion (including for setting up and/or installation of Multi Level Car Parking thereat) and not to obstruct any development or further development or additional construction which may be made by the Promoters and/or the Developer thereat or on any part thereof. The Purchaser shall also not claim any right over and in respect of or object to the various rights, properties, benefits, advantages and privileges reserved by the Promoters and/or the Developer as dealt with herein below.

- 8.4** The Purchaser shall not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused, if any, due to such constructional activities for the said construction of additional areas and/or building/s and shall also not be entitled to claim any compensation in that regard, either individually or collectively.
- 8.5** The Purchaser is aware and agrees and covenants not to raise any objection for extension of the Project, either vertically or horizontally in the contiguous lands in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development. At or before entering into the Sale Agreement, the Developer has made known to the Purchaser that the Developer may from time to time add/attach or cause to be added/attached further areas and/or lands to the said Premises and such additions/areas and/or building/buildings to be constructed will be entitled to all facilities, utilities and/or amenities and/or common areas available to the flat purchasers in the Project and that all the flat purchasers and/or occupants of the building and/or buildings constructed, erected and completed on the said additional area shall be entitled to have free ingress and egress from all pathways, passages and roads forming part of the Project, for which the Purchaser herein shall extend all co-operation and also ensure that the residents of the Blocks, of which construction has been completed, are not unduly inconvenienced during construction and development of New/Additional Blocks, the Developer has carved out a passage within the periphery of the said Premises for ingress and egress of men materials and vehicles, being the said Passage, and the Developer alone shall have the right to use and enjoy the same for all purposes connected with the construction and development of New/Additional Blocks or otherwise and the Purchaser shall not object to the same or cause any objection, obstruction, interference, or interruption at any time.

9. Rights of the Developer and/or the Promoters: Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

(a) The Promoters and/or the Developer shall always be entitled to construction and completion of construction of or in the Project or other parts of the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoters and/or the Developer (notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) and to sell, convey, transfer, or otherwise deal with or dispose of all the Units and other areas and spaces in the Project and the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer and the Purchaser shall fully co-operate with the Promoters and the Developer with regard thereto and sign, execute and deliver all papers, documents, instruments, writings, consents, no objections etc., as may be required by the Promoters or the Developer from time to time.

(b) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Developer and/or the Promoter shall be exclusively entitled to all future horizontal and vertical exploitation of the Project and the said Premises lawfully, including construction of the Additional Blocks/Constructions as elsewhere herein stated and/or by way of raising further storey or stories on the roofs for the time being thereof (including the Additional Blocks/Constructions) and to do all acts deeds and things and make all alterations and connections (including to connect and make available all existing utilities facilities and amenities available at the said Premises, including those mentioned in the **Third Schedule** hereunder written, to the new constructions) as may be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell, transfer the same to any person on such terms and conditions as the Developer and/or the Promoters in their absolute discretion may think fit and proper and the proportionate share of the Purchaser in the land underneath the concerned Block in unlikely event and also in the Common Areas and Installations shall also stand reduced owing to such construction, but the Purchaser may not raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer and/or the Promoters on

account thereof and furthermore the Purchaser shall fully co-operate with the Developer and/or the Promoters and sign, execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Developer and/or the Promoters.

- (c)** The Developer and/or the Promoters shall always be entitled to set up or allow any person or body to set up at any time mechanised or masonry parking on any part of the land/open space of the said Premises and to use, enjoy, hold, sell, transfer, let out, lease out, transfer, or otherwise dispose of the same to any person or persons in whole or in parts and in such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Developer and/or the Promoters may deem fit and proper.
- (d)** The Developer and/or the Promoters shall be at liberty to cause to be changed the occupancy group in respect of any Unit (other than the said Unit sold/transferred to the Purchaser) in the Project and to own, use, enjoy and/or transfer the same as per such sanctioned occupancy group without any hindrance, obstruction, objection, or claim by the Purchaser.
- (e)** The Developer and/or the Promoters shall have the right to grant to any person the exclusive right to park car in or at the parking spaces or otherwise use and enjoy for any other purposes, any of the flats, the side, front and back open spaces surrounding the Blocks at the said Premises (including the Additional Blocks/Constructions) and also the covered spaces in the ground floor of the Blocks/said Premises in such manner as the Developer and/or the Owners shall in their absolute discretion think fit and proper.
- (f)** The proportionate share of the Purchaser in various matters referred to herein shall be such as may be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (g)** Save the said Unit, the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas of the Project/said Premises or parking spaces at the said Premises or other open and covered spaces at the said Premises and the Project and the Developer and/or the Promoters shall be absolutely entitled to use, enjoy, transfer, sell

and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer and/or the Promoters, in their absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer and/or the Promoters exclusively.

(h) It is expressly agreed understood and clarified that the Developer and/or the Promoters shall be absolutely entitled to enter into any agreement or arrangement with the owners of any adjoining properties on such terms as may be agreed with the owners of such adjoining properties (including by way of purchase of the same or by joint development/venture or otherwise as the Developer and/or the Promoters may deem fit and proper). In such event, such additional land added on to the said Premises shall increase the scope and ambit of the development envisaged by the Promoters and the Developer and the proportionate share of the Purchaser in various matters may stand varied owing to such additional land/development and the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer/Promoters on account thereof and furthermore the Purchaser shall fully co-operate with the Developer and the Promoters and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Developer and/or the Promoters.

(i) The Developer and/or the Promoters may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining/contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises, and the Purchaser hereby consents to the same.

9.1 The Purchaser doth hereby agrees, acknowledges and consents to the rights title and interest of the Developer and/or the Promoters under Clause 9 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and

undertakes and covenants not to raise any dispute, objection, hindrance, obstruction, or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or the Promoters and/or persons deriving title or authority from the Developer and/or the Promoters and shall not have nor claim any right of user or enjoyment in any manner whatsoever in respect thereof.

10. The properties and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Developer in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
11. If at any time hereafter, there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Project as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 days of a demand being made by the Developer or the Promoters, as applicable, without raising any objection thereto.
12. The Project shall bear the name '**Amaya Residences**' and none else unless changed by the Developer and/or the Promoters.
13. These presents supersede all other agreements, arrangements, understandings, brochures etc.
14. The Purchaser individually or along with the other co-owners will not require the Owners or the Developer to contribute the proportionate share of the Common Expenses/maintenance charges of the flats which are not alienated or agreed to be alienated by the Promoters or the Developer notwithstanding the Owners or the Developer being co-owners in respect thereof.
15. Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO:**“SAID PREMISES”**

ALL THAT the piece or parcel of land containing an area of **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in R.S. Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No. 55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No. 178, Netaji Subhas Road, in Ward No.17, Rajpur Sonarpur Municipality in the District of South 24-Parganas, which is butted and bounded as follows:

on the North : By R.S. Dag No. 175(P), 177, 178(P), 173, 172(P) & 187;
 on the South : By R.S. Dag Nos. 181(P), 179(P), 186(P) & 1074;
 on the East : By R.S. Dag Nos. 185, 184, 187;
 on the West : By R.S. Dag No. 177 and Netaji Subhas Road;

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

THE SECOND SCHEDULE ABOVE REFERRED TO:**“UNIT”**

All That the **Residential Flat / Apartment bearing No.**_____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) more or less on the _____ floor of the Block _____ Tower _____ at the said Premises described in the **First Schedule** hereinabove written **TOGETHER WITH** the Servant Quarter / Store Room bearing No. _____ containing a built up area of _____ Square Feet more or less on the _____ floor of the Block _____ at the said Premises. The total **Chargeable Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less, and shown in the **Plan** annexed hereto, duly bordered thereon in **“Red”**.

WITH Exclusive Right to use the Open Private Terrace/s / Roof attached to the said Flat containing an area of ___ sft., and shown in the **Plan** annexed hereto, duly bordered thereon in **“_____”**.

With right to park _____ **motor car/s** in the covered space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

With right to park _____ **motor car/s** in the open compound of the said Premises, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

THE THIRD SCHEDULE ABOVE REFERRED TO**PART-I****“Common Areas and Installations”**

- a) Land comprised in the said Premises.

- b) Entrance and exit gates of the premises.
- c) Paths passages driveways and open spaces in the building/ premises other than those intended to be reserved for parking of motor cars marked by the Promoters for use of any Unit/Promoter.
- d) Entrance lobbies.
- e) Staircase including landing on all the floors.
- f) Lifts and lift machine rooms.
- g) Ultimate roof/s of the Building/s.
- h) Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump during power failure and generator room in the ground floor of the building complex.
- i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and separate electric meter/s and meter room in the ground floor.
- j) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different units.
- k) Underground water reservoir for domestic water with a pull on pumps installed thereat.
- l) Waste water and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
- m) Room for darwan/security guard, space for services in the building.
- n) Community Hall, Gym Room, Games Room, Plunge Pool, Landscaped garden, Children Play Area.
- o) Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
- p) Boundary walls.
- q) Fire fighting system/control room

PART-II

“Specifications of construction of the Said Unit”

Walls	Clay / Flyash Brick or AAC Blocks
Wall Finish	Interior – Plaster of Paris: Exterior – Combination of superior quality cement/textured paints
Flooring and Dado	1) Vitrified Tiles in all bedrooms, Living / Dining
	2) Kitchen/Toilet flooring to be made with anti skid Ceramic Tiles
Kitchen	1) Kitchen platform to be made of Granite
	2) Dado of Ceramic Tiles upto a height of two feet from the platform
	3) Stainless Steel Sink
Toilet	1) Standard ceramic tiles on the wall up to 7" Height
	2) Reputed brands of good quality sanitary ware and CP fittings.
	3) Concealed plumbing and pipe work.
	4) Provision for Geyser
Doors	1) Door frame made of timber or any engineered material.

	2) Flush Solid core / Panel doors
	3) Lock of stainless steel / brass
Windows	Fully glazed aluminium windows
Electricals	1) Provision for adequate light points
	2) Modular Switches
	3) Provision for TV and Telephone lines in all Bedrooms and Living/Dining
Common Lighting	Overhead illumination for compound and street-lighting inside the complex
Wiring	Concealed copper wiring for electricity , telephone and television
Air Conditioning	Provision for air conditioning in all bedrooms
Amenities	1) Two elevators per tower
	2) Intercom facility
	3) Fire fighting equipment and extinguishers as required by law.
Generator	500 watts of backup power for every 2 BHK apartment and 750 watts of backup power for every 3 BHK apartment.

THE FOURTH SCHEDULE ABOVE REFERRED TO

“Common Expenses”

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, 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 Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also

including the costs/charges incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.

7. **Rates and Taxes:** Municipal tax, surcharges, Land Revenue, Khajana, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Buildings and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO

“EASEMENTS”

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Promoters and/or the Developer and/or other occupiers of the Project and the Maintenance In Charge the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly set forth in the **Sixth Schedule** hereunder written.
2. The right of access and way in common with the Promoters and/or the Developer and/or other occupiers of the Project at all times and for all normal residential purposes connected with the common use and enjoyment of the Common Areas and Installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoters and/or the Developer and/or other occupiers of the Project and the Maintenance In charge entitled to such way as aforesaid.

4. The right of protection of the said Unit by and from all parts of the Project so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Project solely and strictly for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing, or cleaning any part or parts of the Project and the Common Areas and Installations insofar as such rebuilding, repairing, replacing, or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours' previous notice in writing of his intention so to enter to the Promoters and/or the Developer, Maintenance Company and/or the Maintenance In Charge and/or the occupier of the Project affected thereby.

THE SIXTH SCHEDULE ABOVE REFERRED TO

“Easements excepted out of the sale and reserved for the Promoters and/or the Developer and persons deriving title through or under them”

The under mentioned rights easements quasi easements and privileges appertaining to the Project and the said Premises shall be excepted and reserved for the Owners and/or the Developer and/or the Maintenance In charge and/or the other occupiers of the Project:

1. The right of access and way in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Project at all times and for all purposes connected with the use and enjoyment of the Common Areas Installations and Facilities.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Project through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the Project as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
3. The right of protection of other part or parts of the Project by all parts of the said Unit so far as they now protect the same.

4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid **Provided Always** that except in emergent situation the Promoters, the Developer, the Maintenance Company and/or the Maintenance In Charge and the occupiers of the other part or parts of the Project shall give to the Purchaser a prior forty eight hours' written notice of its or their intention for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
"DEVOLUTION OF TITLE"**

- A1) By a Deed of Conveyance dated 12th June, 2013 registered in the office of the District Sub Registrar-IV South 24 Parganas, in Book I, CD Volume No.26, Pages 4063 to 4091 Being No.05010 for the year 2013 and made between Aarbur therein referred to as the Vendor of the one part and the Promoters herein, therein referred to as the Purchasers of the other part, the Vendor thereto for the consideration therein mentioned granted sold conveyed and transferred unto and to the Promoters herein, **All Those** various pieces and parcels of land containing an area of **122.46 Sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) details whereof are mentioned hereunder, comprised in and being Northern Portion of Premises No. 119 Netaji Subhas Road (presently Holding 178), Ward No.17 (formerly 16) within Rajpur Sonarpur Municipality (hereinafter for the sake of brevity referred to as "the **First Property**"):

R.S. Dag No.	R.S. Khatian No.	Area conveyed (in Sataks)
178	19	08.26
178	19	08.40
186	497	23.00
179	174	41.00
181	129	00.80
185/1011	1085	41.00
Total:		122.46

- A2) The title, whereby the said Aarbur became the owners of the **First Property** is narrated as follows:

I. Related to Dag No.185/1011

- ia) That one Dulal Chand Dutta was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute

owner to **All That** piece and parcel of **Bagan** land measuring 41 Sataks {equivalent to 1(one) Bigha 4 (four) cottahs 13 (thirteen) Chittacks} more or less situate and lying at and comprised in and being the entirety of Dag No.185/1011, recorded in R.S Khatian No.1085 (in the name of Dulal Chand Dutta) (Sabek Khatian No.745) in Mouza Rajpur, J.L No.55, under Police Station Sonarpur in the District of 24-Parganas (South), and comprised in Holding No.70 Ward No.16, within Rajpur Sonarpur Municipality, absolutely and forever and subsequently he recorded his name in the records of Revisional Settlement Record of rights as per W.B Estate Acquisition Act.

- ib) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 25th July, 1958 and registered with the office of Sub-Registrar Baruipur and recorded in Book No.I, Volume no.77, Pages 3 to 4, Being No.6167 for the year 1958, the said Dulal Chand Dutta for the consideration therein mentioned granted, sold, conveyed and transferred unto and to one Karuna Bala Dutta **ALL THAT** the said 41 Sataks of land, absolutely and forever;
- ic) That the said Karuna Bala Dutta, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving her three sons namely, (1) Biswanath Dutta, (2) Mihir Lal Dutta, (3) Swapan Dutta and two daughters namely, (4) Smt. Sandhya Kundu and (5) Smt. Swapna Paul (Dutta) as her only heirs heiresses and legal representatives, who all upon her death inherited and became entitled to the said 41 Sataks of land in the said **Dag No.185/1011**, absolutely and forever, each having equal 1/5th share therein;
- id) That by a Deed of Conveyance dated 5th August, 2005 and registered in the office of Additional District Sub-Registrar, Sonarpur in Book No. I, Being No.6250 for the year 2005, the said Biswanath Dutta and 4 others for the consideration therein mentioned granted, sold, conveyed and transferred unto and to **Aarbur All That** the said **41 Sataks of land in the said R.S Dag No.185/1011**, recorded in **R.S Khatian No.1085** in Mouza Rajpur, J.L No.55, under Police Station- Sonarpur in the District of 24-Parganas (South), and comprised in Holding No.70 Ward No.16, within Rajpur Sonarpur Municipality, absolutely and forever.
- ie) That Aarbur got its name mutated as the owner of the said **41 Sataks in the said Dag No.185/1011** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.947/12.

II. Related to Dag No.178

- ii a) That by a Saaf Bikray Kobala (Indenture of Conveyance) dated 3rd April 1928, and registered with the office of Alipore Joint Sub-

Registry, Behala, in Book No.I, Volume No.15, Pages 230 to 233, **Being No.1053** for the year 1928, Gobardhan Nath for the consideration therein mentioned, sold conveyed and transferred unto and to the said Hari Mohan Bhattacharya, along with other properties, **ALL THAT** the piece and parcel of land recorded as Sali, containing an area of **42 sataks** situate and lying at and comprised in and being the entirety of **Dag No.178**, recorded in **Khatian No.19** (in the name of Hari Mohan Bhattacharya), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) and presently comprised in Holding No.235, Netaji Subhas Road, Ward No.16, within Rajpur Sonarpur Municipality;

- iib) That the said Hari Mohan Bhattacharya, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his two sons namely, (1) Dipak Kumar Bhattacharya, (2) Rupak Bhattacharya (being minor), and 3 daughters namely (3) Minati Bhattacharya, (4) Pranati Chakraborty (nee Bhattacharya) and (5) Jayanti Bhattacharya as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to the said 42 Sataks in **Dag No.178**, absolutely and forever and each having equal 1/5th share therein;
- iic) That by a Saaf Bikray Kobala (Indenture of Conveyance) dated 13th July, 1962 and registered with the office of Sub-Registrar at Baruipur in Book No.I, Volume No.93, Pages 03 to 06, **Being No.7104** for the year 1962, the said Dipak Kumar Bhattacharya, Minati Bhattacharya, Pranati Chakraborty and Jayanti Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one Basanta Lal Shah, **ALL THAT** a divided and demarcated portion of land containing an area of **5 Cottahs** (equivalent to **8.26 sataks**) more or less in the said **Dag No.178**, absolutely and forever;
- iid) That by an Indenture of Conveyance dated 2nd February, 1996 and registered with the office of Additional Registrar of Assurances-I, Kolkata in Book No.I, Volume No.22, Pages 217 to 224, **Being No.806** for the year 1996, the said Basanta Lal Shah for the consideration therein mentioned, sold conveyed and transferred unto and to **Aarbur ALL THAT** the said divided and demarcated portion of land containing an area of **5 Cottahs** (equivalent to **8.26 sataks**) more or less in the said **Dag No.178**, absolutely and forever;
- iie) That Aarbur got its name mutated as the owner of the said **5 Cottahs** (equivalent to **8.26 sataks**) in the said **Dag No.178** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.1017/12.

III. Related to Dag Nos.178, 179, 181 and 186:

- iii(a) That by an Indenture of Conveyance dated 24/7/1959 and registered with the office of District Registrar 24 Parganas, in Book no. I, Volume No.62, Pages 06 to 14 Being No.2459 in the year 1959, one Hari Mohan Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P. Ltd ALL THAT** the piece or parcel of land containing an area of **8.40 Sataks** (equivalent to 5 Cottahs 1 Chittack 28 sft.) (out of total area of 42 Sataks comprised in the concerned Dag) more or less situate and lying at and comprised in and being the part and portion of **Dag No.178**, recorded in Khatian No.19 (recorded in the name of Hari Mohan Bhattacharya), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(b) That by an Indenture of Conveyance dated 28/9/1959 and registered with the office of District Registrar 24 Parganas, in Book no. I, Volume No.70, Pages 122 to 126 Being No.2964 in the year 1959, one Jiban Krishna Dutta for the consideration therein mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **71 Sataks** (equivalent to 2 Bighas 3 Cottahs) more or less situate and lying at and comprised in and being the entirety of **Dag Nos.180 & 186**, recorded in Khatian No.174 (recorded in the name of Jiban Krishna Dutta) & No.497 (recorded in the name of Jiban Krishna Dutta), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(c) That by an Indenture of Conveyance dated 5/10/1959 and registered with the office of Sub-Registrar of Baruipur 24 Parganas, in Book no.I, Volume No.103, Pages 03 to 10 Being No.8539 in the year 1959, one Luftanessa Bibi & Mussammat Golsehara Bibi for the consideration therein mentioned sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **64 Sataks** (equivalent to 1 Bighas 18 Cottahs 12 Chittacks 30 sft.) more or less situate and lying at and comprised in and being the entirety of **Dag No.179**, recorded in Khatian No.174, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(d) That by an Indenture of Conveyance dated 8/7/1960 and registered with the office of District Registrar of Alipore 24 Parganas, in Book no.I, Volume No.40, Pages 195 to 198 Being No.2383 in the year 1960, one Sudhir Kumar Das for the consideration therein

mentioned, sold conveyed and transferred unto and to one **Industrial Service and Engineers P.Ltd ALL THAT** the piece or parcel of land containing an area of **03 Sataks** (equivalent to 1 Cottahs 13 Chittacks 11 sft.) (out of total area of 52 Sataks comprised in the concerned Dag) more or less situate and lying at and comprised in and being the part and portion of **Dag No.181**, recorded in Khatian No.129 (recorded in the name of Sudhir Kumar Das), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) within Rajpur Sonarapur Municipality, absolutely and forever;

- iii(e) In the event aforesaid, **Industrial Service and Engineers P.Ltd** became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner, to **ALL THOSE** the various pieces and parcels of land containing a total area of **146.40 sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, which is hereinafter in this part of this **Schedule** referred to as **“the said Land”**, details whereof are mentioned hereunder:

Dag No.	Khatian No.	Total Area (in Sataks)	Area Sold (in Sataks)
178/Sali	19	42	08.40
180/Bagan & 186/Danga	174 & 495 under Khatian 497	21 & 50	71.00
179/Bastu	174	64	64.00
181/Bastu	129	52	03.00
Total			146.40

- iii(f) Subsequently, the said Industrial Service and Engineers P.Ltd consolidated the said Land and got it separately assessed and numbered as Premises No.119 Netaji Subhash Road, Rajpur and thereafter it constructed / erected buildings and structures on portions of the said Land;
- iii(g) That by a Deed of Mortgage dated 24/4/1968 and registered with the office of Sub-Registrar of Alipore 24 Parganas, in Book no.I, Volume No.48, Pages 282 to 292 Being No.2601 for the year 1968, the said Industrial Service and Engineers P.Ltd created a mortgage in respect of the said Land etc., in favour of one Padma Kundu to secure loan given by the said Padma Kundu.
- iii(h) That by an Agreement for Sale dated 7/7/1977, made between the said Industrial Service and Engineers P.Ltd of the First Part and one Giri Finance and Trading Limited of the Second Part and the said Padma Kundu as the Confirming Party of the Third Part, the said Industrial Service and Engineers P.Ltd agreed to sell the said Land, building etc. on the terms & conditions mentioned therein to the said Giri Finance and Trading Limited and the said Padma Kundu confirmed that she would release & relinquish all her right

title & interest (under the said Deed of Mortgage dated 24/4/1968) therein before the execution of the Deed of Conveyance by the said Industrial Service and Engineers P.Ltd in favour of Giri Finance and Trading Limited;

- iii(i) That the said Industrial Service and Engineers P.Ltd delivered possession of the said Land etc., to the said Giri Finance and Trading Limited;
- iii(j) That by a Deed of Release and Reconveyance dated 21/2/1980, the said Padma Kundu released & reconveyed the said Land etc., to the said Industrial Service and Engineers P. Ltd;
- iii(k) That under and by virtue of an Indenture of Conveyance dated 21st February, 1980 and registered with the office of Registrar of Assurances, Calcutta in Book no. I, Volume No.95, Pages 135 to 154 Being No.947 for the year 1980, the said Industrial Service and Engineers P. Ltd for the consideration therein mentioned, sold conveyed and transferred unto and to the said **Giri Finance and Trading Limited, ALL THAT** the said Land, being Premises No.119 Netaji Subhash Road, Rajpur having an area of **146.40 Sataks** more or less with brick built building and the structure and erections, absolutely and forever.
- iii(l) That by an Agreement dated 17th May 1982 made between Giri Finance and Trading Limited as the Vendor therein and Esneena Private Limited as the Purchaser therein and registered with the office of Registrar of Assurances, Calcutta in Book no.I, Volume No.165, Pages 99 to 112 Being No.4204 for the year 1982, the said Giri Finance and Trading Limited agreed to sell and the said Esneena Private Limited agreed to purchase **ALL THOSE** brick built messuages tenements hereditaments houses sheds structures and Premises No.119 Netaji Subhash Road, Rajpur together with the pieces and parcels of land thereunto belonging whereon or on parts whereof the same are erected and built containing an area of **146.40 Sataks** (equivalent to 4 Bighas 8 Cottahs 10 Chittacks) more or less situate and lying at and comprised in **R.S. Dag Nos.178, 180, 186, 181, 179** and recorded in R.S. Khatian Nos.19 (under Khatian No.19/1), 174, 495 (under Khatian No.497), 129 & 174, all in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South), within Rajpur Sonarpur Municipality, absolutely and forever;
- iii(m) That by an Indenture of Conveyance dated 15th January 1983 executed by Giri Finance and Trading Limited in favour of Esneena Private Limited, the said Giri Finance and Trading Limited sold conveyed and transferred to the said **Esneena Private Limited ALL THAT** the said Premises No.119 Netaji Subhash Road, Rajpur together with the pieces and parcels of land thereunto belonging

whereon or on parts whereof the same are erected and built containing an area of **146.40 Sataks** (equivalent to 4 Bighas 8 Cottahs 10 Chittacks) more or less, absolutely and forever.

- iii(n) That the said Esneena Private Limited was directed to be wound up by the Hon'ble High Court at Calcutta, by an order dated 14th November 1991 in Company Petition No.252 of 1989. Subsequently Hon'ble High Court, Calcutta, interalia directed for sale of the movables and immovables assets of the said Esneena Private Limited and in pursuance thereof the official Liquidator of the High Court, Calcutta by the following two Indenture of Conveyance both dt.2nd June, 1995 (details whereof are mentioned hereinbelow) for the consideration respectively therein mentioned granted sold conveyed and transferred unto and to Aarbur and Victor Auto Agency individually and severally **All That** the divided and demarcated portions of the said Premises No.119 Netaji Subhash Road, Rajpur, each portion containing an area of **73.20 Sataks**, absolutely and forever.
- iii(o) Accordingly, by virtue of the Indenture of Conveyance dated 2nd June 1995, made between Esneena Private Limited as the Vendor, M/s. Orchid Towers Private Limited as the Confirming Party and **Aarbur** as the Purchaser and registered with the Additional Registrar of Assurances-I, Kolkata in Book no.I, Volume No.45, Pages 317 to 333 Being No.1803 for the year 1995, as clarified by the Declaration dt.15th March, 2013 made by Aarbur and the said Victor Auto Agency and registered with the Additional Registrar of Assurances-I, Kolkata in Book no.I, CD Volume No.5, Pages 7287 to 7303 Being No.02475 for the year 2013, **M/s Aarbur** purchased and acquired and became entitled as the sole exclusive and absolute owner of **All That** divided and demarcated **Northern Portion** of the said Premises No.119 Netaji Subhash Road (presently Holding No.178), Rajpur containing an area of **73.20 Sataks or 31,886 sq. ft.** (being **one-half divided part** or share of the said **146.40 Sataks**), details whereof are mentioned hereunder:

R.S. Dag No. / Nature	R.S. Khatian No.	Total Area in Dag (in Sataks)	Area Owned by Aarbur (in Sataks)
178 / Sali	19	42	08.40
186 / Danga	497	50	23.00
179 / Bastu	174	64	41.00
181 / Bastu	129	52	00.80
Total:			73.20

- iii(p) That Aarbur got its name mutated as the owner of the said **73.20** at the office of the Block Land & Land Reforms Office, Sonarpur vide Mutation Case No.946/2012.

- B1) By a Deed of Conveyance dated 12th June, 2013 registered in the office of the District Sub Registrar-IV South 24 Parganas, in Book I, CD Volume No.26, Pages 4008 to 4030 Being No.05009 for the year 2013 and made between (Smt.) Jyoti Burman therein referred to as the Vendor of the one part and the Promoters herein, therein referred to as the Purchasers of the other part, the Vendor thereto for the consideration therein mentioned granted sold conveyed and transferred unto and to the Promoters herein, **All Those** various pieces and parcels of land containing an area of **41.26 Sataks** situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L No.55, Police Station Sonarpur, 24-Parganas (South) details whereof are mentioned hereunder, comprised in and being part of Holding/Premises No.130 (formerly 93 and prior thereto 88 and therefore 120) Netaji Subhas Road, Ward No.17 (formerly 16) within Rajpur Sonarpur Municipality (hereinafter for the sake of brevity referred to as “the **Second Property**”):

R.S. Dag No.	R.S. Khatian No.	Area purchased (in Sataks)
174 (part)	2507 (C.S. Khatian No.42)	14.62
175 (part)	2510 (C.S. Khatian No.73)	22
178 (part)	19 (C.S. Khatian No.19)	4.64
Total		41.26

- B2) The title, whereby the said (Smt.) Jyoti Burman became the owner of the **Second Property** is narrated as follows:
- (i) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 3rd April 1928, and registered with the office of Alipore Joint Sub-Registry, Behala, in Book No.I, Volume No.15, Pages 230 to 233, Being No.1053 for the year 1928, Gobardhan Nath and others for the consideration therein mentioned, sold conveyed and transferred unto and to the one Hari Mohan Bhattacharya, amongst other properties, **ALL THAT** the piece and parcel of land containing an area of 25 Sataks out of 42 Sataks situate and lying at and comprised in and being the a portion of **Dag No.178**, recorded in Khatian No.19, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarpur, District 24 Parganas (South) and presently comprised in portion of Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarpur Municipality;
- (ii) By another Saaf Bikray Kobala (Indenture of Conveyance) dated 13th October, 1939 and registered with the office of Sub-Registrar, Baruipur, in Book No.I, Volume No.46, Pages 252 to 254, Being No.3976 for the year 1939, Manik Chandra Das for the consideration therein mentioned, sold conveyed and transferred unto and to the said Hari Mohan Bhattacharya **ALL THAT** the piece and parcel of land containing an area of **27 sataks** situate and lying at and comprised in and being the entirety of **Dag**

No.175, recorded in Khatian No.73, in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) and presently comprised in portion of Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarapur Municipality;

- (iii) That the said Hari Mohan Bhattacharya, a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his two sons namely, (1) Dipak Kumar Bhattacharya, (2) Rupak Bhattacharya (being minor) and 3 daughters namely (3) Minati Bhattacharya, (4) Pranati Chakraborty (nee Bhattacharya) and (5) Jayanti Bhattacharya as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to, amongst other properties, the said 25 Sataks in **Dag No.178** and 27 Sataks in **Dag No.175**, aggregating to a total area of **52 Sataks**, absolutely and forever and each having equal 1/5th share therein;
- (iv) That under and by virtue of a Saaf Bikray Kobala (Indenture of Conveyance) dated 9th February, 1963 and registered with the office of Sub-Registrar of Baruipur in Book No.I, Volume No.23, Pages 223 to 234, **Being No.1120** for the year 1963, the said Dipak Kumar Bhattacharya, Minati Bhattacharya, Pranati Chakraborty and Jayanti Bhattacharya for the consideration therein mentioned, sold conveyed and transferred unto and to one Ram Krishna Fouzdar, amongst other properties, **ALL THAT** the part and portion of land containing an area of **41.6 Sataks** being their **4/5th share** in the said **52 Sataks** in the said **Dag Nos.178 & 175**, absolutely and forever;
- (v) That under and by virtue of a Saaf Bikray Kobala (Indenture of Conveyance) dated 1st October, 1963 and registered with the office of Sub-Registrar of Baruipur in Book No.I, **Being No.10966** for the year 1963, the said Pranati Chakraborty as a guardian on behalf of his minor brother Rupak Bhattacharya, for the consideration therein mentioned, sold conveyed and transferred unto and to Ram Krishna Fouzdar, amongst other properties, **ALL THAT** the part and portion of land containing an area of **10.4 Sataks** being his **1/5th share** in the said **52 Sataks** in the said **Dag Nos.178 & 175**, absolutely and forever;
- (vi) That one Bechu Ram Das was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner / raiyat, amongst other properties, to **ALL THAT** the piece and parcel of Danga land containing an area of **15 sataks** situate and lying at and comprised in and being the entirety of **Dag No.174**, recorded in Khatian No.2507 (Sabek Khatian No.42), in Mouza Rajpur, J.L.No.55, under Police Station-Sonarapur, District 24 Parganas (South) and presently comprised in portion of Holding No.130, Netaji Subhas Road, Ward No.16 (now 17), within Rajpur Sonarapur Municipality, absolutely and forever;
- (vii) By a Saaf Bikray Kobala (Indenture of Conveyance) dated 3rd October, 1963 and registered with the office of Sub-Registrar of Baruipur, in Book

No.I, **Being No.10631** for the year 1963, the said Bechu Ram Das for the consideration therein mentioned, sold conveyed and transferred unto and to the said Ram Krishna Fouzdar **ALL THAT** the said **15 Sataks** in **Dag No.174**, absolutely and forever;

- (viii) In the events aforesaid, the said Ram Krishna Fouzdar became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to, amongst other properties, **ALL THOSE** the various pieces and parcels of land containing a total area of **67 sataks** (i.e. 0.67 Acres equivalent to 02 Bighas 00 Cottahs 8.56 Chittacks) more or less situate and lying at and comprised in various Dags, recorded in various Khatians, in Mouza Rajpur, J.L. No.55, Police Station Sonarpur, District South 24-Parganas, details whereof are mentioned hereunder, with various sheds and structures thereat (hereinafter for the sake of brevity referred to as “the **Larger Property**”).

R.S. Dag No.	Nature of Land	R.S. Khatian No.	Total Area in Dag (in Sataks)	Area Owned (in Sataks)
174 (full)	Danga	2507 (C.S. Khatian No.42)	15	15
175 (full)	Bagan	2510 (C.S. Khatian No.73)	27	27
178 (part)	Sali	19 (C.S. Khatian No.19)	42	25
Total			84	67

- (ix) That by an Indenture of Conveyance dated 5th August 1997 and registered with the District Sub-Registrar-IV, South 24-Parganas, in Book No.I, Being No.1149 in the year 1997, the said Ram Krishna Fouzdar for the consideration therein mentioned, granted sold conveyed and transferred unto and to **Smt. Jyoti Burman and Deepak Chowdhry**, amongst other properties, **ALL THAT** the said **Larger Property** measuring 67 Sataks, absolutely and forever in equal shares.
- (x) That the names of the said **Smt. Jyoti Burman and Deepak Chowdhry** was duly mutated as the owners of the Larger Property in the records of the B.L. & L.R.O., Sonarpur;
- (xi) That by a Deed of Gift dated 25th February, 2013 and registered with the Additional Registrar of Assurances-I, Kolkata, in Book No.I, CD Volume No.5, Pages 5828 to 5840, Being No.02412 for the year 2013, the said Deepak Chowdhry in consideration of the natural love and affection towards the said **Smt. Jyoti Burman** (being her sister) did thereby freely and voluntarily grant convey transfer assign and assure by way of gift unto and to the said **Smt. Jyoti Burman**, amongst other properties, **ALL**

THAT his **one-half undivided part or share** in the Larger Property, absolutely and forever;

- C. In the events aforesaid, the Promoters herein became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said First Property and Second Property, both aggregating **163.72 Sataks** more or less situate lying at and comprised in R.S. Dag Nos.185/1011, 178, 186, 179, 181, 174 & 175, recorded in R.S. Khatian Nos. 2507, 2510, 19, 174, 129, 497 & 1085, all in Mouza Rajpur, J.L No. 55, Police Station Sonarpur, 24-Parganas (South) and all comprised in Holding No. 178, Netaji Subhas Road, in Ward No. 17, Rajpur Sonarpur Municipality (hereinbefore collectively referred to as “the **said Premises**”) and subsequently the Promoters have got their names mutated in the records of Rajpur Sonarpur Municipality in respect of the said Premises.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, seals and signatures the day month and year first above written.

SIGNED SEALED AND DELIVERED on behalf of the **OWNERS** by their Constituted Attorney, **Sri Harish Kumar Singhania**, at Kolkata in the presence of:

1.

2.

SIGNED SEALED AND DELIVERED on behalf of the **DEVELOPER** by its Director, **Sri Ravindra Khaitan**, pursuant to the Board Resolution dated _____, at Kolkata in the presence of:

1.

2.

SIGNED SEALED AND DELIVERED by the **PURCHASER** at Kolkata in the presence of:

1.

2.

Drafted by me.

Advocate, High Court, Calcutta

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs.** _____/- **(Rupees _____) only**, being the full consideration money payable to the Developer herein, as per the memo of consideration written herein below:

Paid by the Purchaser by several cheques on various dates in favour of the Developer.

Total: Rs. _____/-

(Rupees _____) only.

WITNESSES:

- 1.

- 2.

DEVELOPER