

conveyance

1. **Date:** _____
2. **Nature of document:** *Sale Deed.*
3. **Parties:** Collectively the following, which will include their respective successors-in-interest:

3.1 Vendor: Vendor: K90 PROP DEAL PRIVATE LIMITED (PAN: AAECK6193P), a Company incorporated under the Companies Act, 1956, having its Registered Office at 75-C, Park Street, Room No.11A, 11th Floor, P.S: Park Street, Kolkata – 700 016, represented by one of its Directors (**PAN No.....**), son of, by occupation, by faith, Nationality working for gain at of the **One Part**.

3.2 Purchaser: Collectively the following, both by faith, Nationality, residing at of the **Other Part**.

3.2.1 First Purchaser : (**PAN NO.**), son / daughter / wife of, by occupation

3.2.2 Second Purchaser : (**PAN NO.**), son / daughter / wife of, by occupation

4. Subject Matter: The "**Composite Unit**" described in **Schedule - K** being collectively the following:

4.1 The "**Subject Unit**" described in **Part-I** of **Schedule-K** and bordered '**Red**' in the Annexed **Plan-B** in the building complete in all respects named "**EKAM PARK VIEW** " (hereafter the "**Building**") constructed on the plot of land bordered '**Blue**' in the Annexed **Plan-A** and described in **Part-III** of **Schedule-B** (hereafter the "**Premises**"), being Municipal Premises No. 17-A, Nakuleswar Bhattacharjee Lane, Kolkata – 700 026, within Ward No. 84 of the Kolkata Municipal Corporation and P.S: Tollygunge.

4.2 The "**Subject Car Park**" described in **Part-II** of **Schedule-K** and bordered '**Red**' in the Annexed **Plan-A**.

- 4.3 The "**Land Share**" being the undivided indivisible proportionate share and/or interest in the land comprised in the Premises.
- 4.4 The "**Common Portion Share**" being the undivided indivisible proportionate share and/or interest in the "**Common Portions**" mentioned in **Schedule-C**.
- 4.5 *Together with* such other rights appurtenant thereto mentioned in **Schedule-G** but *subject to* the Purchases' Covenants mentioned hereafter which will be covenants running with the Composite Unit in perpetuity.
5. **Background:**
- 5.1 **Gender & Number:** Irrespective of the gender and the numbers of the Purchaser, he/she/it/they have been referred herein as 'singular' and in 'neuter' gender.
- 5.2 **Purchase:** The Vendor had purchased two separate properties namely 16/1, Nakuleswar Bhattacharjee Lane, Kolkata – 700 026 (hereafter the "**First Premises**") and 17-A, Nakuleswar Bhattacharjee Lane, Kolkata– 700 026 (hereafter the "**Second Premises**") which are described respectively in **Part-I** and **Part-II** of **Schedule-B**. The devolution of title of the Vendor to these two Properties are detailed in **Part-I** and **Part-II** of **Schedule-A**.
- 5.3 **Amalgamation:** The Vendor had applied to the Kolkata Municipal Corporation (hereafter the "**KMC**") for amalgamating the 16/1 Nakuleswar Property and the 17A Nakuleswar Property. The KMC had amalgamated these two Properties and after which the amalgamated premises was numbered as premises no. 17A, Nakuleswar Bhattacharjee Lane, Kolkata – 700026 is the "**Premises**" described in **Part-III** of **Schedule-B**.
- 5.4 **Registered Boundary Declaration:** By actual measurement the Subject Premises was found to be of 625.29 Square Meters, as mentioned in **Part-III of Schedule-B** written hereunder, and by its Boundary Declaration dated 29th May, 2014 registered with A.D.S.R., Alipore, in Book No. I, CD Volume No.

16, Pages from 3304 to 3311, Being No. 03955 for the year 2014, the Vendor had declared the above area as the area of the Premises.

- 5.5 Plan Preparation:** With a view to develop the Premises, the Vendor had a plan prepared (hereafter the "**Plan**") for constructing one G+4 storied building at the Premises (hereafter the "**Building**") to have spaces for parking of cars in its ground floor (hereafter the "**Parking Spaces**") and each of the four upper floors to have three separately and exclusively occupiable spaces to be used for residential purpose (hereafter the "**Units**"). The KMC has permitted construction of the Building in accordance with the Plan by its Permit No. 2014080088 dated 27.12.2014.
- 5.6 Sanction & Completion:** The Plan was submitted to the KMC for permission to construct. The KMC had permitted construction of the Building in accordance with the Plan by Building Permit No. 2014080088 dated 27.12.2014. The Building has been named "**EKAM PARK VIEW**".
- 5.7 Agreement for Sale:** The Purchaser had wanted to purchase the Composite Unit and the Vendor had agreed to sell the same (hereafter the "**Agreement**") upon signing an Agreement for Sale dated, inter alia, the Purchaser paying the Consideration mentioned in **Schedule-J** and complying with all the other terms of the Agreement including payment of the other payables as mentioned therein.
- 5.8 Satisfaction & Possession:** The Purchasers having paid the entire Consideration and complied with all the terms and conditions of the Agreement, the Vendor had called upon the Purchasers to take possession of the Composite Unit and the Purchasers had taken possession thereof after fully satisfying itself about the title of the Vendor to the Premises, authenticity of the Plan and construction of the Building and the Subject Apartment.
- 5.9 Completion of Sale:** At the request of the Purchasers, the Vendor is hereby completing the sale of the Composite Unit in favor of the Purchasers.

5.10 Further Construction: Obtaining all necessary permissions and sanctions therefore, the Developer may make further and/or additional constructions at the Building by adding further floor to it or otherwise and even if such Construction is carried out after registration of the Composite Unit and possession has been handed over to the Purchaser, the Purchaser shall not be entitled to raise any objection of whatsoever nature including without limitation any inconvenience caused for storing building materials at the Premises or the men, servants and/or agents of the Developer using any part or portion of the Common Portions including without limitation the staircase and water from the reservoir or the overhead tank. Purchasers shall not be entitled to claim their right over the additional constructed floor or any unit/units situated on the said additional floor.

6. Now this deed witnesses:

6.1 Sale: In consideration of the Purchasers having paid the consideration mentioned in **Schedule-J** and agreeing to observe and perform the terms and conditions herein mentioned, the Vendor do hereby sell, within the meaning of Section 54 of the Transfer of Property Act, 1882, unto the Purchasers the "**Composite Unit**" described in **Schedule-K** which the Purchasers shall 'have and hold' absolutely and forever, free from all encumbrances, *subject however* to the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be covenants running with the Composite Unit.

6.2 Possession: The Purchasers do hereby confirm, admit and acknowledge that they have received possession of the Composite Unit to their full satisfaction and they have no complaint of whatsoever nature or kind including without any limitation its area and construction.

6.3 Vendor's Entitlement: The Vendor shall remain the sole and absolute owner of all parts and/or portions of the Building and the open spaces of the Premises

appurtenant to it which have not been specifically sold to any of the Co-Owners nor form part of the Common Portions.

6.4 Rates and Taxes: On and from the date of possession of the Subject Apartment or execution of this presents, whichever is earlier, the Purchasers shall pay all rates, taxes, charges, levies and impositions payable in respect of the Composite Unit and proportionate share of all taxes, charges, levies and/or impositions, if any, on any of the Common Portions and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.

6.5 Vendor's Covenants: The Vendor hereby covenant with the Purchasers that the Purchasers shall, subject to observing and performing the Purchasers' Covenants hereafter mentioned, by which covenants the purchasers of all the other Apartments as well as the Vendor for the unsold Apartments (hereafter the "**Co-Owners**") will be bound, peaceably own, hold and enjoy the Composite Unit and that the Vendor:

6.5.1 Has received the full Consideration mentioned in **Schedule-J** for the Sale and hereby and by the Memorandum of Consideration below confirms, admits and acknowledges the receipt thereof and hereby further releases and relinquishes the Purchaser of and from the Consideration and the Composite Unit.

6.5.2 Has good right, full power and absolute authority to sell, transfer and convey the Composite Unit.

6.5.3 Shall, at the costs and requests of the Purchasers, do all such acts and execute all necessary documents as be required for more perfectly transferring and assuring the Composite Unit unto the Purchasers.

6.5.4 Shall sell all the Apartments having the same covenants and stipulations to be observed and performed by the Purchasers and/or are to be covenants running with Composite Unit in perpetuity as herein contained.

6.6 Association: The Purchasers along with all the Co-Owners shall compulsorily become members of the Association to be formed of the Co-Owners and for that purpose the Purchasers shall:

6.6.1 Render all necessary assistance to the Vendor and the other Co-Owners in all respects for formation of the Association.

6.6.2 Accept, without any objection of any nature whatsoever, the rules and regulations of the Association (hereafter the "**Rules**").

6.6.3 Bear and pay proportionate costs, charges and expenses for the formation and registration of the Association, including professional charges, as determined by the Vendor without any demur or delay.

6.6.4 Diligently observe, perform and abide by the Rules.

6.6.5 Co-operate with the Association and its other members in all its activities.

6.6.6 Pay all the charges, costs and fees of the Association, as also for its upkeep, as are levied upon the Purchaser by the Association, within the due dates.

6.6.7 Pay for and acquire the shares, if issued, of the Association.

6.7. Maintenance: The Building and the open spaces of the Premises appurtenant to it, and the Common Portions will initially be managed and maintained (hereafter the "**Maintenance**") by the Vendor by itself and/or by engaging other agencies (hereafter "**Other Agencies**") till such time the Association is not formed. As and when the Association is formed, the Other Agencies will automatically come under the Association and thereafter will be dealt with in the manner the Association deems fit. For the purpose of the Maintenance, the Vendor and the Association after it may frame such rules (hereafter the "**Common Rules**") for the advantage of all the Co-Owners. The Maintenance will otherwise be in the manner elaborated in **Schedule-E**.

- 6.8 Maintenance Charges:** The Vendor and the Association after it shall raise bills on the Purchasers for the Maintenance which will be the proportionate costs incurred by the for the Maintenance and include emoluments of its employees, payments made to the Other Agencies, applicable taxes which are now payable or which may become applicable and payable in future (collectively "**Maintenance Charges**"). The Common Expenses mentioned in **Schedule-F** will be borne proportionately and included in the Maintenance Charge. The Maintenance Charges shall be payable by the Purchasers on and from the Possession Date, irrespective of whether the Purchasers are occupying it or not, or the date hereof, whichever is earlier, and monthly bills will be raised on the Purchasers to be paid by the Purchasers within seven days from the date of the bills.
- 6.9 Maintenance Deposit:** To secure timely payment of the Maintenance Charges, the Purchasers have deposited with the Vendor the interest free Security Deposit amount mentioned in **Schedule-H**. Upon formation of the Association, the Vendor shall hand over the Security Deposit to the Association. The amount of the Security Deposit may be enhanced from time to time by the Association and as and when the same is enhanced, the Purchasers shall replenish the enhanced amount.
- 6.10 Sinking Fund:** The Purchasers have deposited with the Vendor the amount mentioned in **Schedule-I** as its contribution to the Sinking Fund to be used for major repairs and/or replacement of any equipment installed in the Building. Upon formation of the Association, the Vendor shall hand over the Sinking Fund to the Association. The Sinking Fund will remain credited to the account of the Purchasers in the records of the Association and be maintained by it. Interest accrued on the Sinking Fund shall be to the credit of this Fund. If the monies lying in this Fund and accrued interest thereon be not sufficient to cover the costs of any major repairs/replacements of any equipments, the Association shall recover additional money from the Purchasers to meet the deficiency in

cost. Non-payment of this additional money shall have the same effect of non-payment of Maintenance Charges mutatis mutandis.

6.11 Penalty for Non-Payment: In the event the Purchasers fails to make any payment of the Maintenance Charges within the due date therefor (hereafter the "**Default Amount**"), the Purchasers shall be liable to pay interest at the rate of 2% (two percent) per month on the Default Amount from the due date of its payment till its entirety and the interest thereon is paid. The Vendor, and the Association after it, will further become entitled to recover such amount from the Security Deposit. In such an event, amount so recovered from the Security Deposit till such time the entirety of its amount together with interest thereon is paid by the Purchasers, the above interest will continue to run. In the event the Purchasers fails to pay the Default Amount and the interest thereon within 2 (two) months from the due date of payment, the Vendor, and the Association after it, may withdraw, restrict or disconnect any of the services available in the Building to the Purchasers. In such a case, the Vendor, and the Association after it, may also require the Purchasers to provide additional interest free security deposit before the restoration of services. In the event the Vendor, or the Association after it, withdraws any of the facilities, the Purchasers hereby specifically covenant not to use such facility so withdrawn nor demand restoration of the same till such time the entire dues along with interest therein are paid.

6.12 Purchasers' Covenants: The Purchasers do hereby agree, accept and covenant with the Vendor as follows:

6.12.1 Inspection: The Purchasers have, inter-alia, inspected and verified all the documents related to the title of the Vendor to the Premises.

6.12.2 Confirmation: The Purchasers confirm that they are satisfied with the construction of the Building and the Subject Apartment, that the same are in compliance with the Plan and the Purchasers shall not hereafter raise

any complaint whatsoever without limitation regarding design, layout, accommodation, specifications, fittings and fixtures in the Subject Apartment, the amenities, utilities and/or facilities provided therein and/or in the Building nor ever raise any claim against the Vendor regarding the construction and/or the completion of the Building, the Subject Apartment or the Subject Parking Spaces. The Purchasers shall further be deemed to have hereby declared that they have accepted the area of the Subject Apartment mentioned in **Schedule-K** (hereafter the "**Apartment Area**") for all purposes whatsoever and shall not question any apportionment of the Maintenance Charge, any other expense or any other matter on the basis thereof.

- 6.12.3 User:** The Purchasers shall not use or allow the Subject Apartment or any part thereof to be used for any club, meeting, conference hall, school, clinic, Guest house, boarding/lodging house, catering place, restaurant or other public purpose or any other non-residential purpose but use the same only for residential purposes.
- 6.12.4 Parking Space Restriction:** The Purchasers shall not use or allow the Subject Parking Space to be used for any other purpose but for parking of car or two-wheelers, sell or allow the use of any of them to a person not having an Apartment in the Building.
- 6.12.5 Common Portions:** The Purchasers, along with the other Co-Owners, will use and enjoy only those areas and facilities in the Building and/or in the Premises mentioned in **Schedule-C**.
- 6.12.6 Interiors of the Subject Apartment:** The Purchasers will decorate the interiors of the Subject Apartment in such a manner that its windows are retained in the same position that they were at the time possession of the Subject Apartment was handed over and without changing the external facade of the Building or its overall ambience in any manner whatsoever.

- 6.12.7 Enforcement:** The Purchasers shall be bound to follow the Common Rules that may be framed by the Vendor or the Association after it, for the common advantage of all the Co-Owners for user and any violation thereof shall entitle the Vendor or the Association, as the case may be, to claim damages and to restrict the Purchasers from using or enjoying the Common Portions and/or any part or portions thereof.
- 6.12.8 Installations:** The Purchasers shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside the Subject Apartment, including its outer walls, without the prior written permission of the Association. In the event such permission is granted, the Association may demand such rent for the same as it may deem fit.
- 6.12.9 Ensure Abidance:** Ensure that all their employees and/or visitors strictly abide by these Covenants of the Purchasers as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Purchasers, directly or indirectly, for and/or in connection with the business of the Purchasers shall be considered to be its employees and the Purchasers shall be fully responsible and liable for all acts of omission or commission of all such persons as also their visitors.
- 6.12.10 Repair:** The Purchasers shall not demand any repair or rectification work in the Subject Apartment after its possession has been handed over and/or after the execution of these presents.
- 6.12.11 Other Covenants:** The Purchasers shall abide by the Purchasers' Other Covenants mentioned in **Schedule-D**.
- 6.12.12 Indemnity by the Vendor:** The Vendor hereby indemnify and agree to keep the Purchasers saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses that the Purchasers may suffer or incur hereafter by virtue of any claim of any nature

whatsoever in respect of any liabilities arising in connection with the Composite Unit or any part thereof, statutory or contractual, owing to the Vendor, and the Vendor hereby undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses and/or costs incurred by the Purchaser.

6.13 Indemnity by the Purchasers: The Purchasers hereby indemnify and agree to keep the Vendor, and the Association after it, saved, harmless and indemnified from any losses due to any act or negligence of the Purchasers, their servants, employees, agents, visitor and/or occupiers of the Subject Unit/Apartment in the user of the Common Portions and/or the Building and/or any other part or portions thereof and the Purchasers hereby further undertake and covenant to forthwith pay, reimburse and/or make good such losses, expenses and/or costs incurred by the Vendor or the Association, as the case may be.

Schedule-A

(Devolution of Title of the Vendor)

Part-I

(First Premises - 16/1, Nakuleswar Bhattacharjee Lane)

1. At all material point of time one Smt. Nagendra Bala Devi was the absolute owner and absolutely seize and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of revenue redeemed land, hereditaments, premises admeasuring **4 Cottah 14 Chittak** a bit more or less together with a partly two storied and partly three storied building standing thereon and the same was numbered as **Premises No. 16/1, Nakuleswar Bhattacharjee Lane, P.S. Tollygunge, Kolkata – 700026** (formerly comprised in Mouza Manoharpukur, Pargana Khaspur, within the limits of the then Corporation of Calcutta bearing Holding No.305A, Division-VI, Sub-Division-Q, Dihi Panchannagram), District South 24 Parganas morefully described in **Part-I of Schedule “B”** written hereunder free from all encumbrances, charges and lien whatsoever.

2. By an Indenture of Conveyance dated 25.07.1954 registered with the Office of the Dist. Sub-Registrar at Alipore, Dist. 24 Parganas recorded in Book No.I, Volume No. 53, Pages 113 to 118, Being No. 2431 for the year 1945 the said Nagendra Bala Devi as Vendor sold transferred assigned and conveyed the said revenue redeemed piece and parcel of land measuring more or less 4 Cottah 14 Chittaks together with a partly two storied and partly three storied building standing thereon and the same was numbered as Premises No. 16/1, Nakuleswar Bhattacharjee Lane, P.S. Tollygunge, Kolkata – 700026 (formerly comprised in Mouza Manoharpukur, Pargana Khaspur, within the limits of the then Corporation of Calcutta bearing Holding No.305A, Division-VI, Sub-Division-Q, Dihi Panchannagram) in favour of The Pioneer Investment Trust Limited and thus the said The Pioneer Investment Trust Limited became the absolute owner of the said land with structure free from all encumbrances.
3. The said Pioneer Investment Trust Limited while seized and possessed of the said property by virtue of an Indenture of Conveyance dated 04.12.1949 registered with the Office of the Registrar at Calcutta recorded in Book No.I, Volume No. 14, Pages 145 to 149, Being No. 356 for the year 1950 as Vendor sold transferred assigned and conveyed said entire Land with structure in favour of Nikhilesh Chandra Das Gupta and thus the said Nikhilesh Chandra Das Gupta became the absolute owner of the said land with structure free from all encumbrances.
4. The said Nikhilesh Chandra Das Gupta while seized and possessed of the said property by virtue of an Indenture of Conveyance dated 01.10.1951 registered with the Office of the Sub-Registrar at Alipore Sadar, Dist. 24 Parganas recorded in Book No.I, Volume No. 92, Pages 230 to 234, Being No. 6440 for the year 1951 as Vendor sold transferred assigned and conveyed said entire Land with structure in favour of Smt. Hiranmoyee Das Gupta wife of Dr. Debesh Charan Das Gupta and thus the said Smt. Hiranmoyee Das Gupta became the absolute owner of the said land with structure free from all encumbrances.

5. The said Smt. Hiranmoyee Das Gupta while seized and possessed of the said property died intestate on 03.06.1966 leaving behind her surviving her three sons namely Snehamoy Das Gupta, Santimoy Das Gupta and Debabrata Das Gupta and only daughter Smt. Sadhana Sen Gupta (nee Das Gupta) (alias Rama Sen Gupta) as her legal heirs and successors to inherit the said entire land with structure jointly and thus the said Snehamoy Das Gupta, Santimoy Das Gupta, Debabrata Das Gupta and Smt. Sadhana Sen Gupta (nee Das Gupta) (alias Rama Sen Gupta) became the undivided owners of the said property having undivided $1/4^{\text{th}}$ share each. The husband Dr. Debesh Charan Das Gupta of said Hiranmoyee Das Gupta pre-deceased her on 05.07.1964.
6. The said Snehamoy Das Gupta while seized and possessed of his undivided $1/4^{\text{th}}$ share in the said property died intestate on 19.12.1969 leaving behind him surviving his wife Smt. Snehakana Das Gupta two sons namely Supriya Das Gupta, Debapriya Das Gupta and only daughter Smt. Krishna Dutta Gupta (nee Das Gupta) as his only legal heirs to inherit his undivided $1/4^{\text{th}}$ share in the said property and by virtue of law of inheritance the said Smt. Snehakana Das Gupta, Supriya Das Gupta, Debapriya Das Gupta and Smt. Krishna Dutta Gupta (nee Das Gupta) became the undivided joint owners of the said $1/4^{\text{th}}$ share of the deceased Snehamoy Das Gupta and became owners of undivided $1/16^{\text{th}}$ share each of the entire property.
7. The said Smt. Snehakana Das Gupta while seized and possessed of her undivided $1/16^{\text{th}}$ share in the said property died intestate on 29.05.1992 leaving behind her surviving her two sons namely Supriya Das Gupta, Debapriya Das Gupta and only daughter Smt. Krishna Dutta Gupta (nee Das Gupta) as her only legal heirs and successors to inherit her undivided $1/16^{\text{th}}$ share in the said property and by virtue of law of inheritance the said Supriya Das Gupta, Debapriya Das Gupta and Smt. Krishna Dutta Gupta (nee Das Gupta) became the undivided joint owners of the said $1/16^{\text{th}}$ share of the deceased Snehakana Das Gupta and became owners of undivided $1/12^{\text{th}}$ share each of the entire property.

8. The said Supriya Das Gupta while seized and possessed of his undivided 1/12th share in the said property died intestate on 31.08.2008 leaving behind him surviving his wife Smt. Gayatree Das Gupta and only daughter Debolina Das Gupta as his only legal heirs and successors to inherit his undivided 1/12th share in the said property and by virtue of law of inheritance the said Smt. Gayatree Das Gupta and Debolina Das Gupta became the undivided joint owners of the said 1/12th share of the deceased Supriya Das Gupta and became owners of undivided 1/24th share each of the entire property.
9. The said Santimoy Das Gupta son of late Debesh Charan Das Gupta while seized and possessed of his undivided 1/4th share in the said property died intestate on 17.07.1989 leaving behind him surviving his wife Smt. Sati Das Gupta, only son Sudipta Das Gupta and only daughter Smt. Saswati Chatterjee (nee Das Gupta) as his only legal heirs and successors to inherit his undivided 1/4th share in the said property and by virtue of law of inheritance the said Smt. Sati Das Gupta, Sudipta Das Gupta and Smt. Saswati Chatterjee (nee Das Gupta) became the undivided joint owners of the said 1/4th share of the deceased Santimoy Das Gupta and became owners of undivided 1/12th share each of the entire property.
10. The said Sati Das Gupta wife of late Santimoy Das Gupta while seized and possessed of her undivided 1/12th share in the said property died intestate on 16.05.2010 leaving behind her surviving her only son Sudipta Das Gupta and only daughter Smt. Saswati Chatterjee (nee Das Gupta) as her only legal heirs and successors to inherit her undivided 1/12th share in the said property and by virtue of law of inheritance the said Sudipta Das Gupta and Smt. Saswati Chatterjee (nee Das Gupta) became the undivided joint owners of the said 1/12th share of the deceased Sati Das Gupta and became owners of undivided 1/8th share each of the entire property.
11. The said Smt. Sadhana Sen Gupta (alias Rama Sen Gupta) daughter of late Debesh Charan Das Gupta while seized and possessed of her undivided 1/4th share in the said property died intestate on 26.06.2011 leaving behind her surviving her only son

Debasis Sen Gupta and three daughters namely Smt. Sujata Das Gupta, Smt. Sonia Arora and Smt. Uma Gupta (nee Sen Gupta) as her only legal heirs and successors to inherit her undivided 1/4th share in the said property and by virtue of law of inheritance the said Debasis Sen Gupta Smt. Sujata Das Gupta, Smt. Sonia Arora and Smt. Uma Gupta (nee Sen Gupta) became the undivided joint owners of the said 1/4th share of the deceased Sadhana Sen Gupta and became owners of undivided 1/16th share each of the entire property.

12. In the manner as aforesaid the shareholding is as follows:

- | | | |
|------------------------------|---|------------------------------------|
| (1) Debabrata Das Gupta | : | Undivided 1/4 th share |
| (2) Debapriya Das Gupta | : | Undivided 1/12 th share |
| (3) Smt. Krishna Dutta Gupta | : | Undivided 1/12 th share |
| (4) Smt. Gayatree Das Gupta | : | Undivided 1/24 th share |
| (5) Miss. Debolina Das Gupta | : | Undivided 1/24 th share |
| (6) Sudipta Das Gupta | : | Undivided 1/8 th share |
| (7) Smt. Saswati Chatterjee | : | Undivided 1/8 th share |
| (8) Debasish Sen Gupta | : | Undivided 1/16 th share |
| (9) Smt. Sujata Das Gupta | : | Undivided 1/16 th share |
| (10) Smt. Sonia Arora | : | Undivided 1/16 th share |
| (11) Smt. Uma Gupta | : | Undivided 1/16 th share |

who jointly became the absolute owners and were absolutely seized and possessed of ALL THAT the piece and parcel of land admeasuring 4 Cottah 14 Chittaks a bit more or less together with a partly two storied and partly three storied building standing thereon and the same was numbered as Premises No. 16/1, Nakuleswar Bhattacharjee Lane, P.S. Tollygunge, Kolkata – 700026 (formerly comprised in Mouza Manoharpukur, Pargana Khaspur, within the limits of the then Corporation of Calcutta bearing Holding No.305A, Division-VI, Sub-Division-Q, Dihi

Panchannagram, Dist. 24 Parganas) free from all encumbrances, charges and lien whatsoever.

13. The said Debabrata Das Gupta, Debapriya Das Gupta, Smt. Krishna Dutta Gupta, Smt. Gayatree Das Gupta, Miss. Debolina Das Gupta, Sudipta Das Gupta, Smt. Saswati Chatterjee, Debasish Sen Gupta, Smt. Sujata Das Gupta, Smt. Sonia Arora and Smt. Uma Gupta while seized and possessed of the said Property (**First Premises**) by virtue of an Indenture of Conveyance dated 27.05.2012 registered with the Office of the A.D.S.R. Alipore, South 24 Parganas recorded in Book No.I, CD Volume No. 19, Pages 4209 to 4232, Being No. 04342 for the year 2012 as Vendors sold transferred assigned and conveyed said entire Land with structure in favour of K90 Prop Deal Pvt. Ltd. (the Owner/Vendor herein) and thus the said K90 Prop Deal Pvt. Ltd. became the absolute owner of the said land with structure free from all encumbrances.

Part-II

(Second Premises - 17A, Nakuleswar Bhattacharjee Lane)

1. At all material point of time one Annanda Prasanna Basu was the absolute owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** a piece and parcel of land admeasuring more or less **05 Cottah 09 Chittaks** together with the structures standing thereon lying and situated at the Municipal **Premises No. 17A and 17B, Nakuleswar Bhattacharjee Lane, P.S. Tollygunge, Kolkata-700026**, hereafter collectively referred to as the “**Said Two Premises**” free from all encumbrances, charges, lien and lispence whatsoever.
2. The said Annanda Prasanna Basu while seized and possessed of the said two premises died intestate on or about 21.11.1947 leaving behind him surviving his wife Smt. Sushila Bala Basu and his only son Amarnath Basu as his only legale heirs and successors though as per the Hindu Succession Act prevailing at that time his wife Smt. Sushila Bala Basu had limited interest in the said Two Properties.

3. The said Smt. Sushila Bala Basu died intestate on or about 08.10.1953 leaving behind her surviving only son Amarnath Basu as her only legal heir and successor and thus the said as per the law of inheritance the said Amarnath Basu became the absolute owner of the said Two Premises free from all encumbrances.
4. The said Amarnath Basu while seized and possessed of the said Two Properties by virtue of an Agreement for Sale as Owner therein agreed to sell, transfer and convey the said Two Premises in favour of one Amiya Kumar Dutta on the terms and conditions morefully mentioned therein. However, during the lifetime of the said Amarnath Basu he could not execute the Deed of Conveyance in favour of the said Amiya Kumar Dutta.
5. The said Amarnath Basu wile seized and possessed of the said two properties died intestate on or about 10.02.1968 leaving behind him surviving his wife Smt. Renuka Basu, six sons namely Samir Kumar Basu, Bidyut Kumar Basu, Sudhir Kumar Basu, Pradyot Kumar Basu, Prabir Kumar Basu, Timir Kumar Basu and four daughters namely Smt. Mira Dutta, Smt. Ira Dutta, Smt. Dhira Syam and Smt. Ranu Mitra as his legal heirs and successor and as per law of inheritance the said Smt. Renuka Basu, Samir Kumar Basu, Bidyut Kumar Basu, Sudhir Kumar Basu, Pradyot Kumar Basu, Prabir Kumar Basu, Timir Kumar Basu, Smt. Mira Dutta, Smt. Ira Dutta, Smt. Dhira Syam and Smt. Ranu Mitra became the joint owners of the said Two Premises free from all encumbrances.
6. The said Renuka Basu died intestate on or about 08.10.1974 leaving behind her surviving six sons namely Samir Kumar Basu, Bidyut Kumar Basu, Sudhir Kumar Basu, Pradyot Kumar Basu, Prabir Kumar Basu, Timir Kumar Basu and four daughters namely Smt. Mira Dutta, Smt. Ira Dutta, Smt. Dhira Syam and Smt. Ranu Mitra as her legal heirs and successor and as per law of inheritance the said Samir Kumar Basu, Bidyut Kumar Basu, Sudhir Kumar Basu, Pradyot Kumar Basu, Prabir Kumar Basu, Timir Kumar Basu, Smt. Mira Dutta, Smt. Ira Dutta, Smt. Dhira Syam and Smt. Ranu Mitra became the undivided joint owners of the said Two Premises having undivided 1/10th share each free from all encumbrances.

7. The above mentioned legal heirs and successors of deceased Amarnath Basu also failed to execute the Deed of Conveyance in favour of the said Amiya Kumar Dutta in terms of the said Agreement for executed by and between the said Amarnath Basu and Amiya Kumar Dutta and therefore finding no other alternative the said Amiya Kumar Dutta filed a Title Suit bearing Title Suit No. 165 of 1985 (hereafter referred to as “**Said Title Suit**”) before the Ld. 3rd Civil Judge at Alipore, Dist: South 24 Parganas against Amarnath Basu, inter alia, for Specific Performance of Contract and for failure to Deed of Conveyance in favour of the said Amiya Kumar Dutta. Later the legal heirs and successors of deceased Amarnath Basu had been substituted in the said title suit.
8. During the pendency of the said Title Suit holding out to be joint and absolute owners of the said Two Premises :
 - (a) By virtue of a Conveyance dated 09.05.1992 registered with the Office of the Registrar of Assurances, Calcutta recorded in Book No.I, Volume No. 368, Pages 447 to 462, Being No. 10494 for the year 1992 the said Smt. Mira Dutta, Timir Kumar Basu, Sudhir Kumar Basu, Smt. Ira Mallick, Smt. Dhira Syam and Pradyot Kumar Basu as Vendors therein sold transferred and conveyed their undivided 1/10th share each (collectively 6/10th share) in the said Two Premises in favour of one M.A. Promoters.
 - (b) By virtue of another Conveyance dated 29.06.1992 registered with the Office of the Registrar of Assurances, Calcutta recorded in Book No.I, Volume No. 434, Pages 332 to 337, Being No. 13054 for the year 1992 the said Samir Kumar Basu as Vendor therein sold transferred and conveyed his undivided 1/10th share in the said Two Premises in favour of the said M.A. Promoters.
 - (c) By virtue of another Conveyance dated 10.07.1992 registered with the Office of the Registrar of Assurances, Calcutta recorded in Book No.I, Volume No. 447, Pages 102 to 115, Being No. 13637 for the year 1992 the said Bidyut Kumar Basu as Vendor therein sold transferred and conveyed his undivided 1/10th share in the said Two Premises in favour of the said M.A. Promoters.

- (d) By virtue of another Conveyance dated 30.08.1992 registered with the Office of the Registrar of Assurances, Calcutta recorded in Book No.I, Volume No. 549, Pages 458 to 473, Being No. 18714 for the year 1992 the said Smt. Ranu Mitra as Vendor therein sold transferred and conveyed her undivided 1/10th share in the said Two Premises in favour of the said M.A. Promoters.
- (e) By virtue of another Conveyance dated 30.08.1992 registered with the Office of the Registrar of Assurances, Calcutta recorded in Book No.I, Volume No. 661, Pages 179 to 193, Being No. 18716 for the year 1992 the said Prabir Kumar Basu as Vendor therein sold transferred and conveyed his undivided 1/10th share in the said Two Premises in favour of the said M.A. Promoters.
9. The said Title Suit being T.S. No. 165 of 1985 was decreed ex-parte by Ld. 3rd Civil Judge (Senior Division) at Alipore on 24.03.2004 against the said Amarnath Basu and his legal heirs and successors.
10. The said legal heirs and successors of deceased Amarnath Basu failed to execute the ex-parte decree and as a result of which the said Amiya Kumar Dutta filed a Title Execution Case being Title Execution No. 11 of 2004 before the Ld. 3rd Civil Judge (Senior Division) at Alipore for proper execution of the ex-parte decree passed in T.S. No. 165 of 1985.
11. However, Ld. 3rd Civil Judge (Senior Division) at Alipore in the said Title Execution No.11 of 2004 became pleased and satisfied with the fact that all the formalities have been duly complied by the said Amiya Kumar Dutta (the Decree Holder therein), and accordingly, the Ld. 3rd Civil Judge (Senior Division) at Alipore himself on behalf of the legal heirs and successors of the deceased Amarnath Basu executed a Deed of Conveyance on 18.05.2006 duly registered in District Sub-Registrar – I, Alipore, South 24 Parganas recorded in Book No. I, Volume No.144, Pages 32 to 64, Being No. 01819 for the year 2006 in favor of the said decree holder Amiya Kumar Dutta.

12. By virtue of the said Deed of Coveyance dated 18.05.2006 all the above mentioned five Deeds of Conveyance executed in favour of the said M.A. Promoters Pvt. Ltd. stood nullified and the said Amiya Kumar Dutta became the sole and absolute owner of the said Two properties.
13. In the mean time :
 - (a) The said M.A. Promoters Pvt. Ltd. had the said Two Premises namely 17A, Nakuleswar Bhattacharjee Lane, Kolkata - 700026 and 17B, Nakuleswar Bhattacharjee Lane, Kolkata – 700026 amalgamated in the records of the Kolkata Municipal Corporation whereupon the amalgamated premises has been numbered as 17A, Nakuleswar Bhattacharjee Lane, P.S. Tollygunge, Kolkata – 700026.
 - (b) By a Conveyance dated 18.02.2005 registered with the Additional Registrar of Assurances – I, Kolkata recorded as Deed No. 0292 for the year 2008 the said M.A. Promoters Pvt. Ltd. sold undivided 5% share and/or interest in the said Amalgamated Property to one Sumukha Developers Pvt. Ltd.
14. Coming to learn of the aforementioned Court Sale dated 18.05.2006 the said M/s M.A. Promoters Pvt. Ltd. filed a Title Suit being Title Suit No. 2384 of 2008 (hereafter called the **“Said Second Suit”**) before the Ld. 8th Civil Judge (Sr. Div.) at Alipore against the said Amiya Kumar Dutta, inter alia, for recovery of khas possession of the said Second Premises and cancellation of the Indenture of Conveyance dated 18.05.2006. During the pendency of the said second suit the said Amiya Kumar Dutta died intestate on 13.12.2006 leaving behind him surviving his wife Smt. Sima Dutta and only son Ashoke Dutta as his only legal heirs and successors who were thereafter substituted as the Defendants in the said Second Suit.
15. During the pendency of the said second suit a compromise petition was filed by the parties therein for setting aside the said Court Sale dated 18.05.2006. After hearing the Ld. 8th Civil Judge (Sr. Div.) at Alipore was pleased to reject the said

compromise petition, inter alia, observing that the said Deed of Sale dated 18.05.2006 executed by Ld. 3th Civil Judge (Sr. Div.) at Alipore on behalf of the Vendors of the Said Two Premises could not be cancelled by way of a compromise petition.

16. With the intension of settling the dispute with the defendants in the said second suit the Plaintiff M.A. Promoters Pvt. Ltd. paid the Defendants a total sum of Rs.17,25,000/- only cheque and cash and in lieu thereof a Deed of Declaration was executed on 29.03.2010 by and between the Defendants Seema Dutta and Ashoke Dutta and same was registered in the Office of the Dist. Sub-Registrar-I, Alipore and recorded in Book No. I, CD Volume No.7, Pages 677 to 690, Being Deed No. 01004 for the year 2010 (hereafter called the **“Said Declaration”**) inter alia stated and declared that they have no right title interest claim or demand whatsoever nor shall they ever claim any right title interest in the said Two Premises i.e. the Second Premises, sold to them in terms of the said Conveyance dated 18.05.2006 and the same will be treated as cancelled and revoked and further the said Two Premises i.e. the Second Premises shall absolutely belong to the said M.A. Promoters Pvt. Ltd. forever who shall be absolute owner thereof and shall have absolute right to sell, convey and transfer the same free from all encumbrances, charges and lien whatsoever otherwise.
17. Under the wrong legal notion without considering the conditions laid down in Transfer of Property Act that by the said declaration, the right title interest of the said Smt. Sima Dutta and Ashoke Dutta inter alia, had been extinguished, by a Conveyance dated 25.04.2011 registered with the office of the Additional Registrar of Assurances – II, Kolkata recorded in Book No. I, Volume No.9, Pages 413 to 431, Being Deed No. 03566 for the year 2011 the said M.A. Promoters Pvt. Ltd. and Sumukhha Developers Pvt. Ltd. jointly claiming purported to be the Owners thereof, had intended to sell the said property i.e. the Second Premises to one Smt. Sunita Kothari wife of Sri Kamal Kumar Kothari.

18. The said Smt. Sunita Kothari then realized that inasmuch as all the said five Conveyances by which the legal heirs of the said Amarnath Basu had sold their respective shares in the said Two Properties stood cancelled and/or revoked by virtue of the said Court Sale dated 18.05.2006, the sale in favour of the said M.A. Promoters Pvt. Ltd. and thereafter 5% thereof by the said M.A. Promoters Pvt. Ltd. to the said Sumukhha Developers Pvt. Ltd. were also void ab initio. Further the said Smt. Sima Dutta and Ashoke Dutta were still the lawful owners in equal shares of the said Two Premises i.e. Second Premises inasmuch as no right title interest in any immovable property can be transferred by a mere declaration and is not a transfer of whatsoever nature within the meaning/purview of the Transfer of Property Act, 1882.
19. Thereafter the said Sunita Kothari approached K90 Prop Deal Pvt. Ltd. the Owner herein to sell the said Second Premises holding out to be its sole and absolute owner free from all encumbrances, but after necessary searches made by the Owner herein and after obtaining appropriate legal opinion from the competent Advocate the Owner also realized that :
- (a) The said Smt. Sima Dutta and Ashoke Dutta were still the lawful owners in equal shares of the said Two Premises i.e. Second Premises inasmuch as no right title interest in any immovable property can be transferred by a mere declaration within the meaning/purview of the Transfer of Property Act, 1882.
 - (b) all the said five Conveyances by which the legal heirs of the said Amarnath Basu had sold their respective shares in the said Two Properties stood cancelled and/or revoked by virtue of the said Court Sale dated 18.05.2006, the sale in favour of the said M.A. Promoters Pvt. Ltd. and thereafter 5% thereof by the said M.A. Promoters Pvt. Ltd. to the said Sumukhha Developers Pvt. Ltd. were also void ab initio.
 - (c) The Conveyance dated 25.04.2011 registered with the office of the Additional Registrar of Assurances – II, Kolkata recorded in Book No. I, Volume No.9, Pages 413 to 431, Being Deed No. 03566 for the year 2011 executed by M.A.

Promoters Pvt. Ltd. to the said Sumukhha Developers Pvt. Ltd. as Owners and Smt. Sunita Kothari as Purchasers therein was also void ab initio and not tenable in the eyes of law.

- (d) The said Smt. Sunita Kothari may have some right and/or interest in the said property inasmuch as she had paid money to acquire the same which may be deemed to be a charge on the said Second Premises in favour of the said Smt. Sunita Kothari.

20. Considering the above mentioned points K90 Prop Deal Pvt. Ltd. the Owner herein decided/agreed to purchase the said Second Premises and accordingly purchased the same by virtue of a Deed of Conveyance dated 07.03.2013 directly from the said Smt. Sima Dutta and Ashoke Dutta as Owners/Vendor and the said Smt. Sunita Kothari as Confirming Party therein duly registered with the office of the A.D.S.R. Alipore recorded in Book No. I, CD Volume No.7, Pages 2699 to 2719, Being Deed No. 01792 for the year 2013 and thus the said K90 Prop Deal Pvt. Ltd. the Owner herein became the absolute Owner of the said Second Premises free from all encumbrances, charges, lien and lispence.

Schedule-B

Part-I

[16/1 Nakuleswar Property]

The plot of land measuring about 4 Katthas and 14 Chittacks together with partly two storied building standing thereon totally admeasuring 2000 Sq.Ft. being Municipal Premises No. 16/1, Nakuleswar Bhattacharjee Lane, within Ward No. 84, Sub-Registry Office, Alipore, District 24-Parganas (South), P.S. Tollygunge, Kolkata-700 026 *together with* structures thereon and butted and bounded by:

On the North : Premises No. 15/1, Nakuleswar Bhattacharjee Lane.

On the South : Premises No. 17A, Nakuleswar Bhattacharjee Lane.

On the East : Partly by 116 and partly by 117, Manoharpukur Road.

On the West : Partly by 16, Nakuleswar Bhattacharjee Lane and Partly by

8' Feet wide Nakuleswar Bhattacharjee Lane.

Part-II
[17A Nakuleswar Property]

The plot of land measuring about 5 Katthas, 09 Chittacks together with single storied tile shaded structure standing thereon admeasuring about 500 Sq.Ft. being Municipal Premises No. 17A, Nakuleswar Bhattacharjee Lane, within Ward No. 84, Sub-Registry Office, Alipore, District 24-Parganas (South), P.S. Tollygunge, Kolkata-700 026 and butted and bounded by:

- On the North** : Premises No. 16, Nakuleswar Bhattacharjee Lane
- On the East** : Premises No. 115 and 116, Nakuleswar Bhattacharjee Lane.
- On the West** : 10' Feet wide KMC Road named as Nakuleswar Bhattacharjee Lane.
- On the South** : Premises No. 18, Nakuleswar Bhattacharjee Lane.

Part-III
[Premises]

The plot of land measuring about 625.29 Square Meters being Municipal Premises No. 17-A, Nakuleswar Bhattacharjee Lane, Kolkata – 700 026, within Ward No. 84 of the Kolkata Municipal Corporation and P.S: Tollygunge, butted and bounded as follows:-

- ON THE NORTH** : By Premises No. 15/1, Nakuleswar Bhattacharjee Lane;
- ON THE EAST** : Partly by 117B, Manoharpukur Road, partly by 116,
Manoharpukur Road and partly by 115, Manoharpukur Road;
- ON THE SOUTH** : By 18/A, Nakuleswar Bhattacharjee Lane and
- ON THE WEST** : Partly by Nakuleswar Bhattacharjee Lane and partly by
Premises No. 16, Nakuleswar Bhattacharjee Lane.

Schedule-C
[Common Portions]

21. Areas:

- 1.1 Open and/or covered paths and passages.
- 1.2 Lobbies.
- 1.3 Stair case and its landings.
- 1.4 Stair Head Room, Lift Machine Room, Lift Well.
- 1.5 The ultimate roof of the Building.
- 1.6 Boundary walls and main gate.
- 1.7 Security Room & Electric Room.

22. Water and plumbing:

- 2.1 Water reservoirs.
- 2.2 Water tanks.
- 2.3 Water pipes (save those inside any Apartment).

23. Electrical Installations:

- 3.1 Wiring and accessories for lighting of Common Areas.
- 3.2 Electrical Installations relating to meter for receiving electricity from CESC Ltd.
- 3.3 Lift and its machinery.

24. Drains:

- 4.1 Drains, sewers and pipes.
- 4.2 Drainage Sewerage connection with the Kolkata Municipal Corporation.

5. Others:

- 5.1 Fire fighting equipments.
- 5.2 Other Common Areas and installations and/or equipments as are provided in the Premises and the Building.
- 5.3 Generator.

5.4 Pumps and motors.

Schedule-D
[Purchaser's Covenants]

1. The Purchaser shall not:

- 1.1 Injure, harm or damage the Common Portions or any of the other Units by making any alterations or withdrawing any support or otherwise in the subject Unit.
- 1.2 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked therefor by the Association.
- 1.3 Place or cause to be placed any article or object in the Common Portions.
- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units and/or the adjoining buildings.
- 1.5 Use or allow the Unit or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, Guest house, boarding/lodging house, hotel, catering place, restaurant or other public purpose or non-residential purpose without approval.
- 1.6 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Building save at the places provided or approved therefor provided that this shall not prevent the Purchaser from displaying a small and decent name-plate outside the main door of the subject Apartment.
- 1.7 Use the Subject Parking Space, if any, for any purpose other than for parking of cars.

- 1.8 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Subject Apartment or the Common Portions as may be injurious or obnoxious to owners/occupiers of the Building.
- 1.9 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Building or other parts of the Premises, without approval and in the event any wires are drawn directly to the Subject Apartment from the road or anywhere else, all responsibility will solely be that of the Purchaser.
- 1.10 Install any air-conditioner, except in the approved places.
- 1.11 Affix or change the design or the place of the grills, the windows or the main door of the Subject Apartment without approval of the Vendor or the Association, as the case may be.
- 1.12 Alter any portion, elevation or colour scheme of the Building or the Common Portions.
- 1.13 Restrict any of the other Co-Owners or occupiers of the Units the full and unrestricted enjoyment of the Easements mentioned in **Schedule-G**.
- 1.14 Partition the Subject Apartment.
- 1.15 Make any internal addition, alteration and/or modification in or about the Subject Unit save in accordance with the appropriate Building Regulations, the Rules of the Association and after obtaining appropriate sanctions from the necessary statutory authorities and a certificate from a certified structural engineer and ensure that such does not jeopardise the structural stability of the Building.
- 1.16 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building or the Premises.

- 1.17 Make any claim of any nature whatsoever with regard to any other areas, open or covered, of or in the Premises besides the Subject Unit and the common enjoyment of the Common Portions.

2 The Purchaser shall:

- 2.1 Apply for and obtain mutation, separation and/or apportionment of the Composite Unit in their names within 3 (three) months from the date hereof in default whereof the Vendor, the Committee or the Association will be entitled to get the Composite Unit mutated and apportioned in the name of the Purchasers and in which case the Purchasers shall become liable to pay Rs. 21,000/- (Rupees twenty one thousand), within 7 days of being called upon to do so, as overhead expenses on this account to the Vendor, the Committee or the Association, as the case may be and, failure make this payment, the same will be treated as a Default Amount mutatis mutandis.
- 2.2 Pay all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (hereafter the "**Impositions**") be proportionately till such time the Composite Unit be not separately assessed and/or mutated.
- 2.3 Proportionality pay the penalties, interest, costs, charges and/or expenses, if any, for all taxes or Impositions (hereafter the "**Penalties**").
- 2.4 Pay the Maintenance Charges and all other levies, taxes and other outgoings related to the Composite Unit, the Building and the Premises within 7 (seven) days of being called upon to do so.
- 2.5 Keep the Subject Unit and the Subject Parking Space and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.
- 2.6 Use the Subject Unit, the Subject Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

- 2.7 Install air conditioners and their water outlets only in the spaces designated therefor.
- 2.8 Use the Common Portions only for the purpose of ingress or egress, and for no other purpose whatsoever.
- 2.9 Sign such forms, give such authorities and render such co-operation as may be required by the Association for the common purposes and/or in the common interest of all the Co-Owners and/or in any way in pursuance thereof.

Schedule-E
[Management & Maintenance]

1. In the event the Association is not formed within 6 (six) months from the date hereof, the Vendor in its discretion may nominate a few of the Co-Owners (hereafter the "**Committee**") to take over the Maintenance. Once the Association is formed the Committee will hand over the Maintenance to the Association.
2. The Vendor, the Committee or the Association, as the case may be, shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**Outgoings**") for the Building and the Premises, which are not separately charged or assessed or levied on the Co-Owners.
3. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "**Common Purposes**").
4. The Association shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions and/or Penalties and recover the share of the Purchaser thereof from the Purchaser.
5. The Security Deposit and the Sinking Fund shall be held by the Vendor, and the Association after it, in trust for all the Co-Owners.

6. The Co-Owners may change, alter, add to or modify the Rules of the Association and frame rules, regulations and/or bye-laws for Common Purposes and quite and peaceful enjoyment of the Co-Owners and for their mutual benefit.
7. The Association shall function at the cost of the Co-Owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.
8. The Sinking Fund and the remainder of any of the Deposits, if any, that will be made over by the Vendor to the Association shall be utilised by it only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.
9. If any payment to be made, including the Outgoings, is made out of the deposits due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Association.
10. The Purchaser shall make all deposits or payments, called upon to do so by the Vendor, the Committee or the Association, as the case may be, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Schedule-F **(Common Expenses)**

1. **Maintenance:** All expenses for maintaining, operating, painting, repairing, renovating, rebuilding, reconstructing, decorating, redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed by the Association, including their perquisites, bonus and other emoluments and benefits.

3. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including the costs of repairing, renovating and replacing the same and towards consumption of electricity for all the Common Portions and for the Common Purposes.
4. **Association:** Establishment and all other expenses of the Association including its formation, establishment, working capital, administrative and miscellaneous expenses.
5. **Insurance:** Costs of insuring the Building and the Common Portions against fire, earthquake, etc.
6. **Fire Fighting:** Cost of operating the fire fighting equipments and personnel including costs of renewal of N.O. C. from the West Bengal Fire Service as and when necessary.
7. **Rates, taxes and other outgoings:** All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the Premises as cannot to be allocated to any particular Co-Owner of any of the Units.
8. **Reserves:** Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Common Expenses.
9. **Lift:** Cost of operating the lift, the annual maintenance cost including the cost of renewal of the lift license.
10. **Generator:** Cost of operating it, its maintenance costs and the cost of obtaining and renewal of the license.
11. **Others:**
 - 11.1. Litigation expenses that may have to be incurred for the Common Purposes.
 - 11.2. All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.

12. Charge: The liability for any amount becoming due and payable however shall be a charge on the Composite Unit and shall remain so until remittance in full thereof is made.

SCHEDULE-G

[Easements]

1. The Purchasers and all the other Co-Owners shall be bound by the following easements and/or conditions:
 - 1.1 The right of ingress to and egress from the Subject Unit over the common areas of the Building.
 - 1.2 The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, internet and all other utilities to and through the Common Portions of the Building and the Premises from ducts and spaces specifically provided therefor.
 - 1.3 The right of support, shelter and protection of each portion of the Building by the other portions thereof.
 - 1.4 Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Subject Apartment or necessary for the exclusive use or enjoyment thereof by the Co-Owners in common with each other subject however to the conditions contained elsewhere herein.
 - 1.5 The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Building, including all the Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergent circumstances.

SCHEDULE-H

[Maintenance Deposit]

Rs./- (Rupees only)

SCHEDULE-I
[Sinking Fund]

Rs./- (Rupees only)

SCHEDULE-J
[Consideration]

Rs./- (Rupees only)

SCHEDULE-K
[Subject matter of Sale]
[Composite Unit]

PART-I
[Subject Apartment]

The Unit No. having a Carpet Area measuring about sq.ft. and Super Built-Up area of about **Square Feet** on the floor including car parking (hereafter the "**Unit Area**") on the Floor of the building named "**EKAM PARK VIEW**" constructed at the Premises described in **Part-III** of **Schedule-B**, bordered '**Red**' in the annexed **Plan-B**.

PART-II
[Subject Parking Spaces]

The right to park (.....) **car(s)** on the ground floor in the covered space bordered '**Red**' in **Plan-A** measuring about **135 Sq.ft.** Super Built up area.

TOGETHER WITH

The proportionate undivided, indivisible and singly non-transferable share in the land comprised in the Premises described in Part-III of **Schedule-B**.

TOGETHER WITH

The proportionate, undivided, indivisible and singly non-transferable share of the Common Portions mentioned in **Schedule-C**.

WHERE

The term *proportionate* shall mean the proportion the Apartment Area mentioned in **Part-I** of this **Schedule** will bear to the Apartment Areas of all the Apartments in the building to be constructed at the Premises described in **Part-IV** of **Schedule-B**.

7. **Execution: In witness whereof** the Parties have executed these presents at Kolkata on the day, month and year first above written.

Signed and **delivered** by the within named **Vendor** in the presence of:

VENDOR

Signed and **delivered** by the within named **Purchasers** in the presence of:

(1)

(2)

PURCHASERS

Receipt & Memo of Consideration

The Vendor confirms having received from the Purchasers the full Consideration amount of **Rs.**/- (**Rupees only**).

WITNESSES

1.

2.

VENDOR

