

## CONVEYANCE

1. **DATE:**
2. **Nature of document: Deed of Conveyance**
3. **Parties:**

3.1. **Owner:**

**MAXWORTH INDUSTRIAL SERVICES LIMITED (CIN No. \_\_\_\_\_)**, a Company within the meaning of the Companies Act, 2013 having its registered and corporate office at 27B, Camac Street, 4<sup>th</sup> Floor, Police Station Shakespeare Sarani, Post Office Park Street, Kolkata – 700 016, having Income Tax Permanent Account No. AACCM2820K and represented by its Director \_\_\_\_\_, son of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata - 700 \_\_\_ and having Income Tax Permanent Account No. \_\_\_\_\_.

3.2 **Promoter:**

**GANGES GARDEN REALTORS PRIVATE LIMITED (CIN No. U70101WB1999PTC08949)**, a Company within the meaning of the Companies Act, 2013 having its registered and corporate office at 37A, Bentinck Street, 2<sup>nd</sup> floor, Police Station Hare Street, Post Office Esplanade, Kolkata – 700 069 having Income Tax Permanent Account No. AABCG9388F and represented by its Director \_\_\_\_\_, son of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata - 700 \_\_\_ and having Income Tax Permanent Account No. \_\_\_\_\_.

The terms “Owner” and “Promoter” shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns.

3.3 **Purchaser:**

3.3.1 \_\_\_\_\_ son/wife of \_\_\_\_\_, having Income Tax Permanent Account No. \_\_\_\_\_

3.3.2 \_\_\_\_\_ son/wife of \_\_\_\_\_, having Income Tax Permanent Account No. \_\_\_\_\_,

both by religion \_\_\_\_\_, occupation \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata- \_\_\_\_\_.

#### 4. Definitions:

The following terms and expressions shall in these presents have the respective meanings assigned to them hereinbelow, unless the same be contrary to or repugnant to the subject or context:

- 4.1 **Agreed Consideration/Total Price** shall mean the consideration mentioned in **Schedule-F** hereto paid by the Purchaser for acquiring the said Apartment Unit;
- 4.2 **Agreement** shall mean the Memorandum of Agreement for Sale dated \_\_\_\_\_ made between the Vendors and the Purchaser herein.
- 4.3 **Apartment** shall mean any residential apartment or any other space or constructed area in the Buildings which is capable of being occupied, used and enjoyed;
- 4.4 **Apartment Unit** shall mean the Apartments and/or other space or spaces and/or constructed area capable of being exclusively held or occupied by any Unit Owner in the Buildings, together with the right, if any, to park car in a Car Parking Space, together with the Exclusive Use Rights in respect of Exclusive Private Lawn, if any, appurtenant to such Apartment, together with the right to use and enjoy the Common Areas in common with other Unit Owners and the Vendors and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- 4.5 **Architects** shall mean Maniramka & Associates, of 74B, A. J. C. Bose Road, Kolkata - 700 016 whom the Promoter has appointed as the Architects for the said Property;
- 4.6 **Association** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner, the Promoter and the representatives of all the buyers of Apartment Units and Commercial Units and which shall be formed or incorporated at the instance of the Vendors for the Common Purposes with such rules and regulations as shall be framed by the Vendors;
- 4.7 **Buildings** shall mean the 10 new buildings being Blocks A, B, C, E, F, H, I, J, K and L that have been sanctioned and are under construction / have been constructed by the Promoter on the land comprised in the said Property as also all new buildings and/or additional floors and/or other constructions over any of the buildings that may be constructed on the said Property and the term "Buildings" shall also include the other buildings, floors, constructions and structures that may be constructed on any portion of the said Property in future from time to time;

- 4.8 **Built-Up Area** in relation to an Apartment/Commercial Space shall mean the plinth area of that Apartment/Commercial Space (including the area of bathrooms, balconies, etc. appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartment/Commercial Spaces then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment/Commercial Space;
- 4.9 **Carpet Area** shall have the meaning as ascribed to it under the West Bengal Housing Industry Regulation Act, 2017;
- 4.10 **Car Parking Spaces** shall mean the spaces in the ground floor of the Buildings as also in the Said Land that may be earmarked by the Vendors for parking cars;
- 4.11 **Commercial Space** shall mean any of the commercial spaces on the Ground Floor of the Buildings facing G. T. Road being Blocks A, J and K which are meant for use as shops and are capable of being exclusively occupied, used and enjoyed;
- 4.12 **Commercial Unit** shall mean the Commercial Space together with the right, if any, to park car in a Car Parking Space, together with the right to use and enjoy the Common Areas in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Commercial Space;
- 4.13 **Common Areas** shall mean the common areas, facilities and installations in the Buildings and the said Property that are mentioned in (a) Part – I of Schedule C hereto which shall be used and enjoyed in common by all the Unit Owners of both residential Apartment Units and Commercial Units; (b) Part – II of Schedule C hereto which shall be used and enjoyed in common by the Unit Owners of only the residential Apartment Units and (c) Part – III of Schedule C hereto which shall be used and enjoyed in common by the Unit Owners of only the Commercial Units;
- 4.14 **Common Expenses** shall mean and include all expenses to be incurred, payable and contributable by the Unit Owners for the maintenance, management, upkeep and administration of the Buildings, the Common Areas therein and the said Property and the expenses for rendering of services for the Common Purposes;
- 4.15 **Common Purposes** shall mean and include the purpose of maintaining and managing the said Property, the Buildings and in particular the Common Areas, rendering of the services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common.



- 4.26 **Proportionate** with all its cognate variations shall mean such ratio as the Carpet Area of any Apartment be in relation to the Carpet Area of all the Apartments in the Building in which such Apartment is situated;
- 4.27 **Purchaser** shall mean –
- (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
  - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
  - (c) If it be a Company or a Limited Liability Partnership, then its successors-in-interest and assigns.
  - (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
  - (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.
- 4.28 **Said Apartment** shall mean the Apartment described in **Part-I** of **Schedule G** hereto;
- 4.29 **Said Apartment Unit** shall mean the said Apartment, the said Car Parking Space, (if any), the Exclusive Use Rights (if any), the right to use and enjoy the Common Areas mentioned in Parts I and II of Schedule C hereto in common with other Unit Owners and the Vendors and wherever the context so intends or permits, shall include the said Undivided Share;
- 4.30 **Said Building** shall mean only the particular building in which the said Apartment purchased by Purchaser is situated;
- 4.31 **Said Car Parking Space** shall mean the right to park car(s), if any, described in **Part-II** of **Schedule- G** hereto;
- 4.32 **Said Exclusive Private Lawn** shall mean the Exclusive Private Lawn, if any, appurtenant only to the said Apartment and if so specifically mentioned in **Part-III** of **Schedule G** hereto, in respect of which only the owners and occupants (along with their guests and visitors) of the said Apartment shall have Exclusive Use Rights and in respect of which the other Unit Owners and/or occupants of the Buildings shall have no right, title, interest, claim or entitlement whatsoever;
- 4.33 **Said Exclusive Use Rights** shall mean Exclusive Use Rights in respect of the said Exclusive Private Lawn;

- 4.34 **Said Land** shall mean the land measuring more or less 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet comprised in the said Property
- 4.35 **Said Property** shall mean All That the demarcated portion of the Total Property measuring more or less 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet situate and lying in Mouza Bhadrakhali, J. L. No. 9, R. S. No. 1764, Parganah Boro in Uttarpara Kotrung Municipality, Thana Uttarpara, Sub-Registration Office Srirampore in the District of Hooghly and being a portion of Holding No. 1, Shibtalla Ghat Lane Uttarpara, Hooghly and morefully described in the **Schedule-B** hereto and delineated in **Green** colour in map or plan annexed hereto but excluding therefrom the land for proposed Block D (delineated in **Yellow** colour) and the land for proposed Block G (delineated in **Orange** colour) and wherever the context so permits shall include the Buildings thereon;
- 4.36 **Said Undivided Share** shall mean the proportionate, variable, undivided, indivisible and impartible share only in the land directly underneath the said Building in which the said Apartment is situated;
- 4.37 **Sinking Fund** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- 4.38 **Super Built-Up Area** of the said Apartment Unit shall be applicable for the purpose of calculation of the liabilities of the Purchaser including for municipal/property taxes, maintenance charges, deposits, etc. and it has been mutually agreed that the same shall be computed by adding an agreed fixed percentage of 25% (Twenty Five) per cent to the built up area of the said Apartment;
- 4.39 **Total Property** shall mean All That the piece or parcel of land measuring more or less 14 Bighas Together With the buildings and structures of any and every kind whatsoever constructed thereon from time to time situate and lying in Mouza Bhadrakhali, J. L. No. 9, R. S. No. 1764, Parganah Boro in Kotrang Municipality, Thana Uttarpara, Sub-Registration Office Srirampore in the District of Hooghly and being Holding No. 1 Shibtalla Ghat Lane, Uttarpara, Hooghly;
- 4.40 **Undivided Share** in relation to an Apartment/Commercial Space shall mean the proportionate, variable, undivided, indivisible and impartible share only in the land directly underneath the Building in which the Apartment/Commercial Space concerned is situate and which is attributable to the Apartment/Commercial Space concerned;
- 4.41 **Unit** shall, according to its context, mean any unit in the Buildings, whether a residential Apartment Unit or a Commercial Unit;

- 4.42 **Unit Owners** shall, according to its context, mean all purchasers and/or intending purchasers of different Units in the Buildings including the Vendors in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by them;
- 4.43 **Vendors** shall mean jointly the Owner and the Promoter and, where the context so permits, refer to only such of them as is concerned with the relevant matter/issue;
- 4.44 **Masculine Gender** shall include the **feminine** and **neuter** gender and vice versa;
- 4.45 **Singular Number** shall include the **plural** and vice versa.

5. **Subject matter of Sale :**

Sale on ownership basis of the said Apartment, the said Car Parking Space (if any), and the said Exclusive Use Rights (if any), mentioned and described in **Schedule-G**, together with the right to use and enjoy the Common Areas in common with the Vendors and other Unit Owners and/or occupiers of the Buildings in the said Property (including additional floors/storeys thereon) as also the owners and occupiers of the land for proposed Block D and the land for proposed Block G as also the owners and occupiers of all constructions that may be made on the said two lands from time to time and wherever the context so intends or permits shall include the said Undivided Share (collectively "**the said Apartment Unit**") in the said Property subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular **Clause 7.1, Clause 7.3** and **Schedule-E**.

6. **Background:**

- 6.1 The details of title in respect of the said Property in favour of the Owner are mentioned in **Schedule-A (Title)**.
- 6.2 The Promoter approached the Owner and the Owner agreed to permit the Promoter to develop the said Property described in **Schedule-B** hereto (which is a part or portion of the Total Property) by constructing the Buildings thereon and to sell and/or otherwise transfer the Units therein to prospective buyers/transferees.
- 6.3 The Promoter got the Plans sanctioned by the Municipality for construction of 10 (ten) new buildings being Blocks A, B, C, E, F, H, I, J, K and L on the said Property partly for residential and partly for commercial purpose. Construction is being made by the Vendors in phases. In the first phase construction of 9 (nine) new buildings being Blocks A, B, C, E, F, H, I, J and L each having ground plus four storeys are being/have been constructed. The Vendors propose to construct for sale in the second phase, a new building being Block

K having ground plus five storeys regarding which the plan for ground plus four storeys has already been sanctioned by the Municipality as also an additional floor, that is the fifth floor, over each of the other nine buildings being Blocks A, B, C, E, F, H, I, J and L. In addition to the above, two new buildings having ground plus five storeys each being Blocks D and G are proposed to be constructed by the Vendors and/or the Owner on the land for proposed Block D and the land for proposed Block G respectively which shall also be sold and transferred in the same manner as the 10 (ten) new Buildings to prospective buyers who shall have similar rights in the Common Areas of the said Property as the Unit Owners and for such purpose the Vendors and/or the Owner shall be irrevocably entitled take all necessary steps including obtaining sanction of building plan and connecting all Common Areas of the said Property to the said two new Buildings.

- 6.4 Partial / Full Completion / Occupancy Certificate dated [REDACTED] in respect of the said Building and/or the said Apartment Unit has been issued by the Municipality. The Promoter has registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at [REDACTED] on [REDACTED] under Registration No. [REDACTED].
- 6.5 As per the terms of the Development Agreement, sale of all Apartment Units, Commercial Units, car parking spaces and other constructed areas in the Buildings, that is, both the Owner's Allocation and the Promoter's Allocation, is to be made jointly and the Owner is entitled to get 35 per cent out of total sale proceeds thereof and the Promoter is entitled to get 65 per cent out of total sale proceeds thereof. All such areas being sold by the Owner and the Promoter jointly are hereinafter referred to as "the Joint Sales Area".
- 6.6 By and under the Agreement, it was agreed that the said Apartment Unit would be sold, conveyed and transferred by the Vendors to the Purchaser at and for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions contained therein. In the Agreement, the area of the said Apartment was mentioned as Carpet Area of \_\_\_\_\_ square feet, Built-up Area of \_\_\_\_\_ square feet and corresponding Super Built-up Area of \_\_\_\_\_ square feet. Upon construction, the said Apartment is found to contain Carpet Area of \_\_\_\_\_ square feet instead of \_\_\_\_\_ square feet mentioned in the Agreement and Built-up Area of \_\_\_\_\_ square feet instead of \_\_\_\_\_ square feet mentioned in the Agreement. Accordingly, the corresponding Super Built-up Area is \_\_\_\_\_ square feet. Accordingly, the consideration of Rs. \_\_\_\_\_/- mentioned in the Agreement has been proportionately increased to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) due to the above.
- 6.7 The Purchaser confirms that after being independently satisfied about the ownership and title of the said Property and the documents relating thereto, the respective right, title, interest and entitlement of the Owner and the Promoter in respect of the said Property as also under the Development Agreement, the Plans sanctioned by the Municipality and the necessary approvals and permissions, the Phase-wise development of the Project and the construction



made by the Promoter (including the quality and specifications thereof, the Carpet Area, the Built-up area and the Super Built-up area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the said Building), the Purchaser has taken possession of the said Apartment Unit. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Additional Liabilities and Security Deposits mentioned in the Agreement. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and/or create any hindrance regarding the construction and completion of the Buildings (including those in the second phase) that may be constructed on the said Property (including the buildings and constructions on the land for proposed Blocks D and G) from time to time by the Vendors and also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the said Building including the said Apartment Unit and the relevant Common Areas is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Vendors have complied with all their obligations and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

7. **Now this Indenture witnesses:**

- 7.1 **Transfer & Conditions of Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions mentioned below.
- 7.1.1 In consideration of the Purchaser having paid the Agreed Consideration/Total Price mentioned in **Schedule-F**, the Vendors do hereby sell, convey, transfer and/or grant to the Purchaser the following:
- (a) The said Apartment described in **Part-I of Schedule-G**;
  - (b) The said Car Parking Space for parking medium sized motor car(s), if any, described in **Part-II of Schedule-G**;
  - (c) The said Exclusive Use Rights in respect of the said Exclusive Private Lawn, if any, appurtenant to the said Apartment and described in **Part-III of the Schedule - G** hereto;
  - (d) Right to use and enjoy the Common Areas described in **Parts I and II of Schedule-C** hereto in common with other Unit Owners and/or occupiers of the Buildings in the said Property (including additional floors/storeys thereon) as also the owners and occupiers of the land for proposed Block D and the land for proposed Block G as also the owners and occupiers of all constructions that may be made on the said two lands from time to time, without causing any inconvenience or

hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities; and

(e) The said Undivided Share.

7.1.2 The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in Clause 7.1.1 hereinbefore which are being hereby sold and/or granted unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

7.1.3 Notwithstanding anything to the contrary, it is expressly made clear that none of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title or interest whatsoever in respect thereof:

- a) The roofs (save and except the Common Roof Area) of the Buildings at the said Property and/or the right of further construction thereon;
- b) Open and covered spaces in the Buildings and the said Property not included in the Common Areas mentioned in Schedule-C hereto;
- c) Other Apartments, Apartment Units, Commercial Spaces, Commercial Units and Car Parking Spaces in the Buildings and/or the said Property;
- d) Any of the commercial spaces on the Ground Floor of the Buildings facing G. T. Road being Blocks A, J and K which have been/are being sold by the Vendors for use as shops along with undivided proportionate share in the land underneath the concerned building having such commercial space and the right to use and enjoy such Common Areas as may be granted/permitted by the Vendors;
- e) Right of further construction on any part of the land comprised in the said Property or raising of any additional floor/storey/construction over the roofs (including the Common Roof Area) of the Buildings;
- f) The Balance Property defined in Schedule A hereto comprising of Plot B, Plot C, the land for proposed Block D and the land for proposed Block G and/or any construction thereon and/or any right, title or interest whatsoever therein;
- g) Any share or right in land comprised in the said Property other than the undivided variable share only in the land immediately underneath the said Building in which the said Apartment is situated; and
- h) Any area/space that may be sanctionable and/or sanctioned from time to time in respect of the said Property and/or for construction on the said Property.

7.1.4 The roofs (other than the Common Roof Area) of the Buildings shall belong to the Owner with exclusive right and entitlement to use, enjoy and transfer the same absolutely and neither the Purchaser nor other Unit Owners and/or occupants and/or the Association shall have any right, title, interest, claim or entitlement whatsoever in respect of the same. The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to all future vertical and horizontal expansion/exploitation of the Buildings and/or the said Property by way of additional/further constructions in the said Property in any manner whatsoever including by raising of additional floors/storeys/constructions over the roofs (including the Common Roof Area) of the Buildings. The Vendors shall also be entitled to construct new buildings in the land for proposed Blocks D and G and for such purpose the Vendors shall be entitled to obtain, revise, amend and renew sanctioned building plans from time to time in respect of the said Property as also the land for proposed Blocks D and G on the basis that the Vendors shall always have an irrevocable and absolute right in respect of the same. The Purchaser hereby waives, disclaims, releases and/or relinquishes any right or entitlement in respect of the said Property other than the said Undivided Share in the land immediately underneath the said Building in which the said Apartment is situated and confirms that the said Property may be used by the Vendors from time to time for construction of the Buildings and/or raising of additional floors/storeys/constructions over the roofs (including the Common Roof Area) of the Buildings. The Vendors shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas. The Vendors shall also be entitled to construct new buildings and constructions on the land for proposed Blocks D and G. The Vendors shall be entitled to sell, transfer, convey, deal with and/or dispose of all of the above in any manner whatsoever. For the aforesaid purposes the Vendors are entitled to shift any part of the Common Areas (including the common installations) to any other location including the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the Buildings that may be constructed by the Vendors on the said Property (including the second phase) and/or on the land for proposed Blocks D and G from time to time and the Purchaser hereby consents to the same and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. The Purchaser shall not have any right whatsoever in any of the Buildings other than the undivided variable share only in the land immediately underneath the said Building in which the said Apartment is situated and/or in any of the additional/further constructions and/or floors and/or the land for proposed Blocks D and G and/or the buildings and constructions that may be made thereon and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. It is made clear that all rights regarding further constructions etc. on the said Property and/or the land for proposed Block D and land for proposed Block G that have been reserved under this Deed in favour of the Vendors shall mean and refer only to the Owner herein if the Owner is entitled to the same under the agreements and/or documents executed between the Owner and the Promoter. It is agreed that such

modifications, additions and/or alterations shall not affect the Agreed Consideration/Total Price and that the total number of Common Areas mentioned in Schedule C hereto shall not be reduced to the detriment of the Purchaser.

- 7.1.5 The Owner and Promoter had initially planned to construct 12 Buildings i.e. Blocks A to L on land measuring more or less 8 Bigha 9 Cottahs 7 Chittacks 10 Sq. ft., being Plot A marked on the map or plan annexed hereto (that is, the said Property together with the land for proposed Block D and the land for proposed Block G). However the Promoter in the first phase had obtained sanctioned plans for construction of 10 Buildings i.e. Blocks A, B, C, E, F, H, I, J, K and L (each having ground plus four storeys) on land measuring 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet, that is the said Property. In the first phase, 9 (nine) new buildings being Blocks A, B, C, E, F, H, I, J and L each having ground plus four storeys are being/have been constructed.
- 7.1.6 The Vendors propose to construct for sale in the second phase, a new building being Block K having ground plus five storeys regarding which the plan for ground plus four storeys has already been sanctioned by the Municipality as also an additional floor, that is the fifth floor, over each of the other nine buildings being Blocks A, B, C, E, F, H, I, J and L. In addition to the above, two new buildings having ground plus five storeys each being Blocks D and G are proposed to be constructed by the Vendors and/or the Owner on the land for proposed Block D and the land for proposed Block G respectively which shall also be sold and transferred in the same manner as the 10 (ten) new Buildings to prospective buyers who shall have similar rights in the Common Areas of the said Property as the Unit Owners and for such purpose the Vendors and/or the Owner shall be irrevocably entitled to take all necessary steps including obtaining sanction of building plan and connecting all Common Areas of the said Property to the said two new Buildings.
- 7.1.7 Upon any construction being commenced the land for proposed Block D and the land for proposed Block G shall also be deemed to form part of the said Property for the purpose of making available and connecting Common Areas, utilities, amenities and facilities to such constructions and all references to "the said Property" in this Deed of Conveyance shall for such purpose mean land totally measuring about 8 bighas 9 cottahs 7 chittaks and 10 square feet and all references to "the Buildings" shall mean the 12 new buildings being Blocks A to L (each having ground plus five storeys) and all the terms and conditions applicable to the 10 Buildings sanctioned at present shall also be applicable to Block D and G as also the fifth floor of all the 12 buildings. However if the Promoter fails and/or is unable to obtain sanction for construction of two Buildings i.e. Blocks D and G then the land measuring about 14 cottahs 12 chittacks 18 square feet being the land for proposed Block D and the land for proposed Block G shall remain under the absolute exclusive ownership and possession of the Owner and neither the Promoter nor the Unit Owners (including the Purchaser herein) shall have any right, title or interest whatsoever therein. The Owner shall be exclusively entitled to deal with and dispose of the land for proposed Block D and the land for proposed Block G and/or constructions to be made thereon in any manner whatsoever including

commercially exploiting the same, getting plans sanctioned from the concerned authorities, developing and making constructions thereon for commercial and/or residential purposes, raising loans, advances and development finance, creating mortgage in respect of the same, selling, conveying, leasing, transferring, assigning, mortgaging, encumbering and/or otherwise dealing with and/or disposing of the constructed and other spaces and rights therein in favour of different persons and entities on such terms and conditions and for such consideration as may be decided by the Owner and/or its transferees. Neither the Promoter nor the Unit Owners (including the Purchaser herein) shall have any right, title or entitlement whatsoever in respect of the same and no permission or consent whatsoever shall be required from any of them for the same.

7.1.8 In as much as the land for proposed Block D and the land for proposed Block G is surrounded on all sides by the said Property, the said Property as also the transfer of the said Undivided Share shall always be subject to the following irrevocable easements, conditions, rights and entitlements in favour of and for the benefit of the owners and/or occupiers of the land for proposed Block D and the land for proposed Block G (that is, the Owner and/or its transferees):

- a) Free, unobstructed, unhindered, unrestricted and unfettered right of access to and common use and enjoyment of, the common paths, passages, driveways, areas and portions comprised in the said Property including free unobstructed unrestricted and unfettered passage for men materials and vehicles for ingress to and egress from the land for proposed Block D and the land for proposed Block G upto the municipal public road being G. T. Road through such common paths, passages, driveways, areas and portions together with the right of laying, taking and removing overhead and underground electrical wires and cables and underground water pipes and drains through such common paths, passages, driveways, areas and portions from main public road being G. T. Road to the land for proposed Block D and the land for proposed Block G at all times and at all hours of the day and night. Gates may be opened from each of the land for proposed Block D and the land for proposed Block G into the Common Areas and passages of the said Property for ingress to and egress from each of the land for proposed Block D and the land for proposed Block G till the main public road being G. T. Road through the Common Areas, driveways and passages comprised in the said Property upto the municipal road.
- b) Free, unobstructed, unhindered, unrestricted and unfettered right of access to and common use and enjoyment of all Common Areas and facilities in the said Property (including those mentioned in Schedule C hereto) in the same manner and extent as the Unit Owners in the said Property.

7.1.9 The Purchaser confirms that he is purchasing the said Apartment Unit with full knowledge that he has no right, title, interest, claim or entitlement in respect of the roofs of the said Buildings and that further constructions of additional floors/storeys may be made thereon and sold by the Vendors and the Purchaser hereby irrevocably consents to the same. The Purchaser also confirms that he

is purchasing the said Apartment Unit with full knowledge that he has no right, title, interest, claim or entitlement in respect of the Exclusive Use Rights which are being granted for the Exclusive Private Lawns (save and except the said Exclusive Private Lawn, if any, appurtenant to the said Apartment and mentioned in Part-III of Schedule-G hereto) which are appurtenant to some ground floor apartments and which shall be transferable with the transfer of such ground floor apartments respectively. The Purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest whatsoever in the Roofs of the Buildings and/or in the other Apartment Units at the said Property (including the Exclusive Private Lawns comprised therein) and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes, releases and/or waives in favour of the Vendors and/or the other Unit Owners, as the case may be, all right, title interest, entitlement or claim that Purchaser may be entitled to, both in law or in equity, in respect of the same.

- 7.1.10 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including the Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose, the Promoter shall however make payment of the electricity consumed regarding the above on actuals.
- 7.1.11 The Vendors may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendors for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Buildings and/or on the roofs (including the Common Roof Area) of the Buildings and neither the Unit Owners nor the Association nor any other entity shall be entitled to object to or hinder the same in any manner whatsoever.
- 7.1.12 In respect of the properties and rights which are not being transferred to the Purchaser as aforesaid and/or to which the Vendors are entitled as aforesaid, the Vendors shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in their absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes and covenants not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same. The Purchaser has irrevocably and unconditionally agreed and undertaken not to have or be entitled to nor to claim any right, title, interest in the other Apartments / Commercial Spaces at the said Property and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes, releases and/or waives in favour of the Vendors and/or the other Unit Owners, as the case may

be, all right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, into or upon the other parts and portions of the Buildings and the said Property excepting those which are being expressly transferred in favour of the Purchaser by this Deed.

- 7.1.13 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors are retaining rights in the said Property and the Buildings and accordingly the Vendors and/or their transferees shall continue to be entitled to use and utilise the Common Areas mentioned in **Schedule-C** hereto.
- 7.1.14 The right of the Purchaser regarding the Undivided Share, that is, the proportionate, variable, undivided, indivisible and impartible share only in the land underneath the said Building in which the said Apartment is situated, shall be variable depending on further/additional constructions on the roof of the said Building as originally existing. Any such variation shall not affect the Agreed Consideration/Total Price and the Purchaser undertakes and covenants not to raise under any circumstance any claim in any manner relating to or concerning the same and waives his right, if any.
- 7.1.15 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Vendors and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.
- 7.1.16 The Purchaser has satisfied himself that necessary provisions have been made for the safety and security of the occupants of the said Building. Additionally, the Purchaser shall be entitled to have access to the roof of the said Building for using the same as a fire refuge area in case of fire or other similar emergency.
- 7.1.17 Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Vendors.
- 7.1.18 If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Service Tax) under any statute or regulation on the said Property, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendors or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the said Property, the Buildings and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendors shall be entitled to recover the same from the Purchaser.

- 7.1.19 In respect of any of the rights or obligations of the Vendors or any of them as against or towards the Purchaser, it shall be sufficient if any one or more of the Vendors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Vendors to take any step jointly. It shall however be necessary for the Purchaser to give notice and deal with each of the Vendors herein individually and separately.
- 7.1.20 If the Purchaser is a resident outside India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India.
- 7.1.21 The Purchaser shall use and enjoy the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or any of the Vendors.
- 7.1.22 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to any of the rights and/or entitlements of any other Unit Owner and/or any of the Vendors.
- 7.1.23 The sale of the said Apartment Unit is free from encumbrances created by the Vendors but together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular **Clause 7.1**, **Clause 7.3** and **Schedule-E**, which shall be covenants running with the said Apartment Unit in perpetuity.
- 7.1.24 All rights and obligations of the Promoter and the Owner inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.
- 7.1.25 The Vendors shall be entitled to sell the Commercial Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to :
- (a) grant rights to purchasers of the Commercial Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the building abutting the Commercial Units and/or on the internal walls of the Commercial Units and/or in the common areas and passages meant for access to the



Commercial Units against payment of consideration/charges to the Vendors for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such allottees of Commercial Units shall belong exclusively to the Vendors;

- (b) allow the purchasers of Commercial Units to have additional security systems and additional security guards for the safety and security of the Commercial Units in addition to the common security for the said Property;
- (c) charge Maintenance Charges and Common Expenses to the purchasers of Commercial Units at such higher rate as may be decided by the Vendors;
- (d) limit or restrict the rights of the purchasers of Commercial Units in respect of use of certain Common Areas;
- (e) grant additional/differential rights to the purchasers of Commercial Units in respect of use of certain Common Areas;
- (f) grant differential rights to the purchasers of Commercial Units in respect of participation and voting regarding the Association and the Maintenance.

7.1.26 The Vendors have sold and/or shall be entitled to sell the Apartment Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled, inter alia, to:

- (a) provide for Exclusive Private Lawns for exclusive use of some of the ground floor apartments in some of the Buildings. The Exclusive Private Lawns shall be attached and appurtenant only to a specified ground floor apartment of the Building and shall be exclusively used by the occupants of such specified apartment only;
- (b) demarcate and allot the car parking spaces in the Buildings for the purchasers of Apartment Units;
- (c) charge Maintenance Charges and Common Expenses to the purchasers of Apartment Units at such differential rate as may be decided by the Vendors;
- (d) limit or restrict the rights of the purchasers of Apartment Units in respect of use of certain Common Areas;
- (e) grant additional/differential rights to the purchasers of Apartment Units in respect of use of certain Common Areas;
- (f) grant differential rights to the purchasers of Apartment Units in respect of

participation and voting regarding the Association and the Maintenance.

7.2 **Covenants of the Vendors:**

7.2.1 The Vendors hereby covenant with the Purchaser that they:

- (a) have the right to sell, transfer and convey the said Apartment Unit to the Purchaser;
- (b) have received the Agreed Consideration mentioned in **Schedule-F** and acknowledge the receipt thereof in the Memo of Consideration hereunder; and
- (c) shall, at the costs and reasonable requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit unto and in favour of the Purchaser.

7.2.3 The Vendors hereby covenant with the Purchaser that the Purchaser shall subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and with the terms, conditions, restrictions, stipulations, obligations and covenants contained in this Deed including in particular **Clause 7.1, Clause 7.3** and **Schedule-E**, peaceably own, hold and enjoy the said Apartment Unit.

7.3 **Covenants of the Purchaser :**

7.3.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in **Schedule-E (Purchaser's Covenants)** as also elsewhere in this Deed including in particular **Clause 7.1 and Clause 7.3**;
- (b) pay the Common Expenses, Maintenance Charges, electricity charges and all rates, taxes, duties, levies, charges, surcharges and outgoings including, but not limited to, municipal tax, goods and service tax, sales tax, VAT, Works Contract Tax, etc. in respect of the said Apartment Unit wholly and in respect of the said Property and the Buildings proportionately, as also all enhancements and/or new impositions that may be and/or become payable at any time relating to the construction, transfer, ownership or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said

Apartment Unit and ensure that those to the other Apartment Units / Commercial Units are not adversely affected by any acts, omissions or defaults of the Purchaser;

- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Buildings and/or the transfer sale or disposal of any Unit or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors or any of them may suffer in this regard;
- (e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Buildings and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area and/or Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.7** hereinbefore;
- (f) not question the quantum or apportionment of the expenses mentioned in **Part-IV of Schedule-E (Common Expenses)** or any other matter or the basis thereof;
- (g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Areas by the owners/transferees/tenants/occupants of other Apartment Units / Commercial Units;
- (h) not claim any right over and/or in respect of the roofs (other than the Common Roof Area) of the Buildings;
- (i) not to obstruct or hinder any future development and/or future vertical or horizontal expansion/exploitation of the Buildings and/or the said Property and/or the Balance Property and/or making of additional/further constructions in the said Property and/or the Balance Property by the Vendors in any manner whatsoever including by raising of additional floors/storeys/constructions over the roofs (including the Common Roof Area) of the Buildings and/or making new buildings/constructions in the open land / areas and/or on the land for the proposed Block D and the proposed Block G and not to obstruct the shifting of the common facilities and installations to the ultimate roofs for such purpose;
- (j) not object to any change and/or variation in the Undivided Share that may result due to further constructions being made on the roof (including the Common Roof Area) of the said Building from time to time and not to make any claim in respect of the same and/or in respect of any temporary inconvenience that may be suffered by the Purchaser

because of further constructions being made by the Vendors from time to time;

- (k) not object to the Vendors, their agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendors for installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the said Property or on the roofs (including the Common Roof Area) of the Buildings and neither the Unit Owners (including the Purchaser) nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever;
- (l) comply with and honour the mutual easements and restrictions mentioned in **Schedule-D**;
- (m) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the said Property;
- (n) pay immediately upon demand all charges levied by the Promoter for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation, if any;
- (o) get at his own costs the said Apartment Unit mutated in his name and/or separately assessed by the Municipality within 6 (six) months from the date of this Deed; and
- (p) pay all amounts and deposits that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance including property taxes, Maintenance Charges, other impositions, outgoings and expenses etc.

7.3.2 The Purchaser covenants that on and from the Date of Possession, the Purchaser shall be responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Purchaser may at its own costs employ or engage personal security staff exclusively for the said Apartment Unit. The Vendors shall not have any responsibility or liability whatsoever in this regard.

7.3.3 The Owner shall be entitled to the rights, benefits and entitlement of the entire constructed area that is or may be sanctionable on the Total Property in future

including in particular on the Balance Property. Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise, it is expressly agreed and declared that the Owner is and shall remain the absolute lawful owner of, inter alia the land for proposed Block D and land for proposed Block G which are and shall remain in the physical possession of the Owner and the Owner shall be entitled to obtain sanction and construct new buildings and structures thereon either through the Promoter herein and/or through any other Promoter and/or by itself and to sell, transfer, convey, deal with and dispose of the same and/or the buildings and constructions made thereon and that the Owner shall be entitled to use and enjoyment of all the Common Areas comprised in the said Property including the facilities, utilities and amenities, water, electricity, drainage and sewerage connection etc. for the land for proposed Block D and land for proposed Block G and the buildings and structures to be constructed thereon and that the access to the said land for proposed Block D and land for proposed Block G shall be through gates, pathways, passages, driveways etc. of the said Property from the main road up to the said land for proposed Block D and land for proposed Block G without any hindrance, interference, objection or claim whatsoever by the Purchaser and/or any other Unit Owner and/or the Association.

**7.4 Completion of Construction and Possession:**

- 7.4.1 The Partial / Full Completion /Occupancy Certificate in respect of the said Building and/or the said Apartment Unit has been issued by the Municipality and the Vendors have on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself in all respects with the Plans sanctioned by the Municipality, the construction of the said Building, the relevant Common Areas and the said Apartment made by the Promoter (including the quality and specifications thereof, the built up area and the super built up area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the said Building) and confirms that the Vendors have complied all their obligations and that the Purchaser has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever.
- 7.4.2 All liabilities payable by the Purchaser, whether under the Agreement, this Deed or otherwise in respect of the said Apartment Unit including municipal taxes, Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser from the Date of Possession.
- 7.4.3 The Purchaser is entitled to use and occupy the said Apartment Unit for residential purpose and for no other purpose.

**Schedule-A**

**(Title)**

1. One Chimanlal Chhotalal Desai son of Chhotalal Panachand Desai sold, conveyed and transferred absolutely and forever in favour of Tapuriah & Sons Limited the

Total Property by executing a Deed of Conveyance dated 4<sup>th</sup> June, 1946 registered at the office of the Registrar of Calcutta and recorded in Book No. I, Volume No. 76, Pages 92 to 98, Being No. 1976 for the year 1946. The detailed description of the Total Property as contained in the Schedule to the said Deed of Conveyance dated 4<sup>th</sup> June, 1946 is set out below:

***“ALL THOSE*** pieces or parcel of lands together with the buildings and structures of any and every kind whatsoever thereon situate lying at and being in Mouzah Bhadrakhali J. L. No. 9 R. S. No. 1764 Parganah Boro in Kotrang Municipality Thana Uttarpara Sub-Registration Office Srirampore in the District of Hooghly.

(1) Free hold right title and interest of Brahmattar held under Jadu Gopal Kundu Chowdhury of Konnagar in the land in Touji No. 3989 & 3876 Khatian No. 381 Dag No. 1714 (Area .082) and 1715 (Area .156)

(2) Makrari Maurashi right title and interest held under the Pottah dated 27-11-07 at an annual rent of Rs 25/- payable to Sm. Nanibala Debi of Kotrang in the land comprised in Khatian No. 1609.

Touji No. 521 B, Dag No. 1720 area .240  
Dag No. 1721 area .444  
Dag No. 1722 area .033

(3) Maurashi Mokrari right title and interest held under the Pottah D. 28/7/1913 at an annual rent of Rs. 2/- payable to Satish Chandra Koar of Bally in the land comprised in Khatian No. 365 Touji No. 3989 and 3876 Dag No. 1716/1791 area .150.

(4) Makrari Mourashi right title and interest held under the Pottah registered on 11-1-1894 and varied by a registered Deed dated 15-8-1944 at an annual rent of Rs. 215/- payable to Satish Chandra Koar of Bally in the land.

<b>Touzi No.</b>	<b>Khatian No.</b>	<b>Dag</b>	<b>Area</b>
3989	1060	1735/1798	.029
		1732	.259
3876	122	1724/1796	.084
	281	1732	.440
		1733	.018
		1734	.013
3989-3876	364	1717	.119
		1718	.249
		1719	.425
	529	1716/1797	.151
	694	1724	.842
		1725	.039
		1728	.017
3989	720	1726	.163
3989-3876	414	1716	.400

*The above mentioned properties containing together an area of fourteen Bighas more or less and butted and bounded as follows:*

*On the North by Nani Gala Debi on the East by Calcutta Corporation Char land Kali Bari on the South by Nazi Abdul Matim, Jatindra Nath Kowar and on the West by Grand Trunk Road.”*

2. By virtue of the above mentioned deed, Tapuriah & Sons Ltd. became the owner of the Total Property.
3. The said Tapuriah & Sons Ltd. and Maxworth Industrial Services Limited (being the Owner herein), a company incorporated under the Companies Act, 1956 jointly filed a Petition Under Section 391(2) of Companies Act, 1956 before Hon’ble High Court at Calcutta being Company Petition No. 543 of 1990 for sanction of a Scheme of Arrangement between the Owner herein and the said Tapuriah & Sons Ltd. and the Hon’ble Court was pleased to sanction the Scheme of Arrangement as prayed for and accordingly the Total Property stood absolutely transferred to and vested in the Owner herein.
4. By virtue of the above, the Owner herein became the owner of the Total Property.
5. Out of the Total Property measuring about 14 Bighas the following portions together measuring about 6 Bighas 5 Cottahs 5 Chittaks and 8 Square Feet and collectively referred to as “the **Balance Property**” are not the subject matter of this Deed and the same are being absolutely retained by the Owner who shall remain the absolute lawful owner thereof with full right to deal with, construct upon, sell, transfer and convey and/or otherwise dispose of the same in any manner whatsoever:
  - (i) Land delineated in **PINK** borders in the map or plan annexed hereto and marked as ‘**Annexure – A**’ and therein marked as “**Plot B**”;
  - (ii) Land which is across the main road and is delineated in **BROWN** borders in the map or plan annexed hereto and marked as ‘**Annexure – A**’ and therein marked as “**Plot C**”;
  - (iii) Land delineated in **YELLOW** borders in the map or plan annexed hereto and marked as ‘**Annexure – A**’ and therein marked as “**Block D**” and herein referred to as “the **land for proposed Block D**”; and
  - (iv) Land delineated in **ORANGE** borders in the map or plan annexed hereto and marked as ‘**Annexure – A**’ and therein marked as “**Block G**” and herein referred to as “the **land for proposed Block G**”.

#### Schedule-B

(“said Property/Land”)

**ALL THAT** the demarcated portion of the Total Property measuring more or less 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet situate and lying in Mouza Bhadrakhali, J. L. No. 9, R. S. No. 1764, Parganah Boro in Uttarpara Kotrung Municipality, Thana Uttarpara, Sub-Registration Office Srirampore in the District of Hooghly and being a portion of Holding No. 1, Shibtalla Ghat Lane Uttarpara, Hooghly. Plot A delineated in **GREEN** borders in the map or plan annexed hereto ('**Annexure – A**') measures about 8 bighas 9 cottahs 7 chittacks and 10 square feet and after excluding therefrom the land for proposed Block D (delineated in **YELLOW** borders) and the land for proposed Block G (delineated in **ORANGE** borders), the remaining area of Plot A is about 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet, being the said Property. The term "the said Property" shall, wherever the context so permits, include the buildings thereon. The said demarcated portion of the Total Property measuring more or less 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet is butted and bounded as follows:

On the North :	By Other's Property;
On the East :	By River Hooghly;
On the West :	By G. T. Road; and
On the South :	By portion of Holding No. 1, Shibtalla Ghat Lane Uttarpara, Hooghly marked as Plot B in the map or plan annexed hereto (' <b>Annexure – A</b> ') and beyond that by Shibtalla Ghat Lane Uttarpara, Hooghly.

**Schedule – C**  
**("Common Areas")**

**Part I**

Common Areas for Unit Owners of both residential Apartment Units and Commercial Units

- a) Common drains, sewers, pipes and plumbing equipments.
- b) Water supply from deep tube well/municipality.
- c) Common underground water reservoir.
- d) Overhead water tank in the said Building.
- e) Water Pump and motor and water pump room (if any).
- f) Boundary walls and Main Gate
- g) HT/LT room/space
- h) Electricity meter room/space
- i) Generator room/ space (if any)
- j) Fire fighting equipments in the Buildings (if any)

It is expressly made clear that the use of the Common Areas mentioned in Part I of Schedule C above by the Purchaser shall be limited to the extent the same are necessary for use and enjoyment of the said Apartment.



## **Part II**

Common Areas for Unit Owners of residential Apartment Units only

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property other than those mentioned in Part III.
- c) Lift pits, chute and lift machine rooms.
- d) Wires, switches, plugs, meters, fittings, fixtures and accessories for lighting of common areas.
- e) Master/Disc Antenna for satellite television, cable T.V. together with its accessories
- f) Lifts and lift machinery and other equipments
- g) Common toilets other than those mentioned in Part III
- h) Room for Darwans (if any).
- i) Common Roof Area of the said Building in which the said Apartment is situated.

## **Part III**

Common Areas for Unit Owners of Commercial Units only

- a) Common toilet designated for being used by the owners, occupiers and visitors of the Commercial Spaces in the ground floor of the Building in which the concerned Commercial Space is situated.
- b) Open Space directly in front of the concerned Commercial Space upto the boundary wall beyond which is G. T. Road.
- c) Common Roof Area of the said Building in which the concerned Commercial Space is situated.

It is expressly agreed that the roofs (other than the Common Roof Area) shall not form part of the Common Areas under any circumstance. The Vendors shall however permit access to the lift machine room(s) and the water tank(s), if any on the roofs of the Buildings for the purpose of maintenance and repairs.

The Parties agree and confirm that notwithstanding anything to the contrary contained elsewhere, it is expressly made clear that no part or portion of any of the Exclusive Private Lawns shall form part of the Common Areas under any circumstance whatsoever.

## **SCHEDULE-D**

### **(Easements & Restrictions)**

The Purchaser, the Unit Owners and the Vendors shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from the respective Units over the Common Areas mentioned in **Schedule-C**.

2. The right of passage of wires, cables, pipes, drains and other equipment and of utilities including connections for water, electricity, telephone, cable-TV and all other utilities to and through each and every portion of the said Property including all the Units therein.
3. The right of support, shelter and protection of each portion of the Buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Units in the Buildings or necessary for the exclusive use or enjoyment thereof by the Unit Owners in common with each other subject however to the conditions mentioned in this Deed including in **Schedule-E** hereto.
5. The right of the Vendors and/or the Maintenance Agency, with or without workmen, and necessary materials to enter into all parts of the said Property, including all the Units 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-E**

#### **Purchaser's Covenants**

#### **Part-I**

#### **(Specific Covenants)**

1. **The Purchaser agrees undertakes and covenants to:**
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
  - b) permit the Vendors, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for common purposes as required by the Vendors, Maintenance Agency or the Association;
  - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the said Property or on any portion thereof;
  - e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
  - f) be responsible for the maintenance of the said Apartment Unit and to immediately replace and/or repair any damage which may occur to the same at his own cost;

- g) keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Commercial Space and/or Apartment in the Buildings and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments, Commercial Spaces and /parts of the Buildings;
- h) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;
- i) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. [REDACTED]/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors
- j) use and enjoy the Common Areas mentioned in Parts I and II of Schedule C hereto only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- k) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Agency in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- l) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendors or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the said Property and outside walls of the Buildings save in the manner indicated by the Vendors/Maintenance Agency/Association (upon formation);
- m) bear and pay from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2 of the Agreement and/or the date of issue of the Completion/Occupancy Certificate, whichever is earliest, the necessary Common Expenses, common areas electricity charges and all costs, expenses and other outgoings together with Goods and Service tax applicable thereon from time to time in respect of the said Property proportionately and the said Apartment Unit

wholly subject to revision from time to time by the Vendors, Maintenance Agency or the Association;

- n) pay from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2 of the Agreement and/or the date of issue of the Completion/Occupancy Certificate, whichever is earliest, Municipal and all other rates, taxes, levies, duties, charges, impositions, outgoing and expenses (including water charges & taxes, if any) in respect of the Buildings and the said Property proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Municipality;
  - o) pay for other utilities consumed in or relating to the said Apartment Unit;
  - p) allow the other Unit Owners the right to easements and/or quasi-easements;
  - q) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipality Taxes, Land Revenue and other taxes and payments mentioned herein within 7 (seven) days of receipt of demand or relevant bill, whichever be earlier;
  - r) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Vendors, the Maintenance Agency and/or Association in terms of this Deed as also to pay all others taxes payable by the Purchaser in terms of this Deed;
  - s) observe and comply with such other covenants as be deemed reasonable by the Vendors for the Common Purposes; and
  - t) pay a sum of Rs. 2,500/- (Rupees two thousand five hundred) only as damages to the Vendors due to dishonour of cheque for any reason together with applicable Goods and Service Tax.
- 2.** The Purchaser agrees undertakes and covenants (in particular and without prejudice to the generality of the contents of this Deed):
- a) not to damage, demolish or cause to be damaged or demolished the said Apartment Unit or any part thereof including the flooring, ceiling, fittings and fixtures;
  - b) not to store any heavy article inside the said Apartment Unit that may cause damage to the flooring in any manner;
  - c) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency/ Association and with the sanction of the authorities concerned and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs.     /- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such

deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;

- d) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction from the Municipality and other concerned authorities subject to the condition that the same is not restricted under any other provision of this Deed and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. [REDACTED]/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;
- e) not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- f) not to put or install any nameplate, letter box, neon-sign or board, any other signage, notice or advertisement in the Common Areas or on the outside walls/facade of the Buildings and/or the said Apartment Provided However That a decent nameplate on the outface of the main door of the said Apartment may be put;
- g) not to open out any additional window or fix any grill box or grill or ledge or cover any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills and/or change the outer elevation of the said Apartment or the Buildings under any circumstances and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. [REDACTED]/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;
- h) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment/Commercial Space or any part of the Buildings or the said Property or may cause any increase in the premium payable in respect thereof;
- i) not to make or permit or play any disturbing noises or loud sounds or music in the Buildings or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers and/or disturb them;
- j) not to use the lifts in case of fire and also not to use the lift for the purpose of carriage or transportation of any goods, furniture, heavy articles etc;
- k) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;

- l) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts;
- m) not to alter or permit any alteration in the elevation and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment Unit which may in the opinion of the Vendors differ from the colour scheme of the Buildings or deviation or which in the opinion of the Vendors may affect the elevation of the Buildings;
- n) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Vendors in writing or in the manner as near as may be in which it was previously decorated and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. [REDACTED]/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;
- o) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircases, lobby, landings, lifts or in any other common areas or installations of the Buildings and to deposit the same in such place only in the said Property and at such time and in such manner as the Maintenance Agency may direct;
- p) not to make any claim of any nature whatsoever in respect of the said Property other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas in respect of the same;
- q) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings or shall anything be projected out of any window of the said Property without prior written approval of the Maintenance Agency;
- r) not to keep or harbour any bird or animal in the Common Areas of the said Property;
- s) not to store or allow any one to store any goods articles or things in or around the staircases, lobby, landings or other common areas or installations of the Buildings; and not to keep any thing other than the Purchaser's car in the said Car Parking Space.
- t) not to store in the said Apartment Unit or any part of the said Property any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the said Property or any part thereof and/or any neighbouring property to any risk of fire or any accident;
- u) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments and/or Commercial Spaces in the Buildings;
- v) not to claim any right, title, interest, claim or entitlement whatsoever over and/or in respect of the land for proposed Block D or the land for proposed Block G and/or any portion of the Balance Property or the roofs (other than the use of the Common Roof

Area only) of the Buildings or in respect of any open land at the said Property or in any other open or covered areas of the Buildings or in respect of any open land at the said Property or in any other open or covered areas of the Buildings and the said Property reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him not to obstruct any development or constructions of further or additional floors/storeys/constructions that may be made by the Vendors thereat or on any part thereof;

- w) not to object to or hinder sanction of further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to constructions being made by the Vendors from time to time and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- x) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings, the Apartments / Commercial Spaces therein by the Vendors at any time, whether before or after the Date of Possession, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Vendors may suffer in this regard due to any default by the Purchaser;
- y) not to shift or obstruct any windows or lights or opening or doorway in the said Apartment or the Buildings and not to permit any new window light opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Vendors and/or the Association;
- z) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- aa) not to subdivide the said Apartment and/or the said Parking Space, if allotted, or any portion thereof;
- bb) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever or interfere with the common use and enjoyment of the Common Areas by the Vendors or the other Unit Owners;
- cc) not hang or cause to be hung clothes from the balconies of the said Apartment;
- dd) not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheelers of the Purchaser, if any, mentioned in Part-II of Schedule-G;
- ee) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a medium size motor car or two

wheeler provided however that the said Car Parking Space may be sold to any other Unit Owner of the Buildings;

- ff) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not to do anything to alter its current state;
- gg) not to attach or hang from the exterior of the Buildings on any side any radio or television aerial or TV /Satellite Dish Antenna;
- hh) not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment Unit;
- ii) not to object to the installation, erection and display of neon sign boards of the Vendors on the roofs of the Buildings at all times;
- jj) not to claim any right, title, interest, claim or entitlement whatsoever over and/or in respect of any Exclusive Private Lawns in the Buildings and the said Property save and except the said Exclusive Private Lawn, if any, appurtenant to the said Apartment and mentioned in Part-III of Schedule-G hereto;
- kk) not to interfere in any manner with the Exclusive Use Rights of the owners and occupants (along with their guests and visitors) of the Exclusive Private Lawns including the transfer of such rights and entitlements along with the transfer of the Apartments respectively;
- ll) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Deed;
- mm) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings or occupy any pathway, passages, corridor or lobby in any manner whatsoever;
- nn) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the said Property and/or the neighbourhood;
- oo) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws and in case of default or violation the Purchaser shall be solely responsible and liable for the same;



- pp) not to raise any objection whatsoever with respect to the areas of the said Apartment and not to claim or make any demands relating to the same;
  - qq) not to hang from or attach to the beams or rafter any articles or machinery which are heavy or likely to affect or damage the constructions of the Buildings or any part thereof;
  - rr) not to install air conditioners anywhere in the said Apartment save and except the places which have been specified for such installations and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. \_\_\_/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;
  - ss) not to install grills which have not been approved by the Vendors and/or the Maintenance Agency;
  - tt) not to claim any right of pre-emption or otherwise regarding any of the other Apartment/Commercial Spaces or any portion of the Buildings and/or the said Property;
  - uu) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the said Property not forming part of the Common Areas;
  - vv) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of the other Apartments / Commercial Spaces;
  - ww) not to change the Project name and its logo under any circumstances whatsoever;
  - xx) not object to any change and/or variation in the Undivided Share that may result due to further constructions being made on the roof (including the Common Roof Area) of the said Building from time to time and not to make any claim in respect of the same and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of further constructions being made by the Vendors from time to time; and
  - yy) not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the said Property or any portion thereof or any construction thereon or the land for proposed Block D or the land for proposed Block G and/or any portion of the Balance Property nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
3. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason (notwithstanding any inconvenience to be suffered by him) or in any manner whatsoever relating to the said Property or the land for proposed Block D or the land

for proposed Block G and/or any portion of the Balance Property and/or the development, construction, completion, transfer, sale and/or disposal of the Buildings on the said Property or development, construction, completion, transfer, sale and/or disposal of the new buildings on the land for proposed Block D or the land for proposed Block G and/or any portion of the Balance Property by the Vendors including any further development, further constructions (horizontal and/or vertical), additions or alterations that may be made by the Vendors from time to time and/or the transfer, sale and/or disposal thereof. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the construction and completion and /or in its transfer, sale or disposal, then in that event the Purchaser shall also be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors. The Vendors shall also be entitled to any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the Purchaser.

4. The Purchaser agrees undertakes and covenants not to question at any time the computation of the Super Built-up Area of the said Apartment Unit mentioned in Part I of Schedule-G and not to claim or demand details or calculations of the same under any circumstances whatsoever.
5. The name of the said Property and the Buildings constructed threat shall be as mutually decided by the Vendors and the said Property and the Buildings constructed threat shall always be known by such name. The Purchaser and/or the Unit Owners and/or the Association shall not be entitled to change the name and the logo of the said Property and the Buildings constructed threat under any circumstances whatsoever.
6. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Vendors, Maintenance Agency and Association for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.
7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Service Tax /Goods and Service Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future and/or even if the same are payable to the service tax authorities by any of the Vendors. The Purchaser hereby indemnifies the Vendors fully regarding the above.
8. The Purchaser may deal with or dispose of or alienate or transfer the said Apartment Unit subject to the following conditions:
  - a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in

undivided shares. The Vendors however reserve their rights to grant prior permission in writing to any purchaser of a Commercial Unit to partition and/or sub-divide his Commercial Unit on such terms and conditions and on payment of such Permission Charges, if any, as the Vendors may in their absolute discretion decide from time to time.

- b) The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.
  - c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal and other taxes etc. relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency, the Association and the Municipality and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
9. The Purchaser shall not claim any partition of the land underneath the said Building in which only the Purchaser has an undivided share.
10. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Vendors and/or the Maintenance Agency and/or the Association of from and against all losses, damages claims, demands, costs, charges, expenses and proceedings occasioned relating to the said Property or any part of the Buildings which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser. The Purchaser hereby further agrees and undertakes to indemnify and keep indemnified the Vendors also against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendors relating to the above.

## **Part - II**

### **(Maintenance)**

- 1. The said Property, the Buildings and the Common Areas mentioned in Schedule 'C' shall initially be managed and maintained by the Maintenance Agency.
- 2. The Purchaser shall accept, without any objection of any nature whatsoever, the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.

3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Buildings and the said Property, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 7 (seven) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 18 % (eighteen per cent) per annum compoundable quarterly in respect of the unpaid amounts of Maintenance Charges, electricity charges, municipal taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the other rights of the Maintenance Agency under this Deed or the Rules.
6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to the Agreement or this Deed or otherwise shall be Proportionate.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Promoter and the Promoter/Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto. The Maintenance Charges for the Commercial Units shall be payable at a higher rate than those payable in respect of the Apartment Units. Such differential rate shall be decided by the Vendors/Maintenance Agency from time to time.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc. in case of default in timely payment of the Maintenance Charges, electricity charges, municipal taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days' notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, the Vendors and the Maintenance Agency in the management and maintenance of the said Property and shall observe and comply with such covenants as be deemed reasonable by the Vendors and/or the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Vendors until the Association is formed and starts functioning effectively and till that time the Vendors shall be entitled to but shall not be bound to maintain the Buildings and to collect all funds, deposits, charges and expenses

including the Maintenance Charges, Common Expenses, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Taxes.

11. Notwithstanding anything to the contrary contained elsewhere it is expressly agreed that in the event the Vendors do not receive timely payment of the maintenance charges from the Unit Owners, the Vendors shall not have any responsibility or liability for non-maintenance and only the Unit Owners including the Purchaser shall be responsible and/or liable for all consequences of such non-payment.
12. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge.

### **Part - III**

#### **(Association)**

1. The Vendors shall take steps for formation of the Association for the maintenance and management of the Common Areas described in **Schedule-C**, the Buildings and other areas at the said Property. The Purchaser hereby irrevocably agrees and covenants to become a member of such Association being formed by the Vendors within 15 (fifteen) days from receiving a request from the Vendors. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Vendors shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the said Property. The maintenance of the Buildings shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the said Property and for timely renewal of all permissions, licences, etc. After handing over of the maintenance of the said Property to the Association, the Vendors shall transfer and make over the Security Deposits to the Association after adjusting their dues, if any.
2. All the Unit Owners including the Purchaser shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Vendors.
3. All papers and documents relating to the formation of the Association shall be prepared and finalised by Messrs. R. Ginodia & Co. Advocates and the Purchaser hereby consents to accept and sign the same and to assist the Vendors in all respects in formation of the Association.
4. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, shuttle service driver and staff, liftmen, sweepers, other staff, etc. shall be employed and/or absorbed in the employment of the

Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto.

5. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
6. Notwithstanding anything contained elsewhere herein, the Purchaser shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Promoter, without any demur or delay.
7. The Association, when formed, shall be owned and controlled by the Unit Owners and all its decisions shall be by majority of votes. The Unit Owners (including the Purchaser) may change, alter, add to, amend and/or modify the rules and regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Apartment Units by their respective owners or for the mutual benefit of the Unit Owners by three-fourths majority subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreements and the Deeds of Conveyance executed/to be executed by the Vendors in favour of the Unit Owners.
8. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Buildings and the said Property and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the said Property and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
9. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Vendors shall sign necessary papers upon being requested by them in writing.
10. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their respective directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

#### **Part-IV**

**(Common Expenses)**

1. All costs of maintenance, operations, repairs, replacements, servicing, cleaning, lighting, white washing, painting, rebuilding, reconstructing, decorating and redecorating all the external walls of the Buildings and all Common Areas, fixtures, fittings, electrical wirings and equipments in, under or upon the Buildings enjoyed or used in common by the occupiers of the Buildings/said Property.
2. Salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium for insuring the Buildings and/or the Common Areas described in **Schedule-C** against earthquake, damages, fire, lightening, mob violence, civil commotion etc., if insured.
4. Costs and expenses of supplies for common purposes, electricity, water charges etc. payable to any concerned authorities and/or organisation for common purposes and payment of all charges incidental thereto.
5. Municipal and other rates, taxes, levies, demands and all other outgoings for the Common Areas save those which would be separately assessed and/or incurred in respect of any Apartment Unit/Commercial Unit.
6. Electricity expenses for lighting all the Common Areas, outer walls of the buildings and for operation of all the common facilities and utilities.
7. Operational, repairs and maintenance cost of the Lift, Generator, pump, sewerage treatment plant, fire safety equipment, etc.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Buildings.

**Part – V**

**(Mutation, taxes and impositions)**

1. The Purchaser shall within six months from the date of this Deed apply for and obtain mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and

expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 7 days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 2% (two) per cent per month with quarterly rests.

3. All rates, taxes, outgoings, impositions and/or expenses in respect of the said Apartment Unit (**Impositions**) shall be borne and paid by the Purchaser. Until such time as the said Apartment Unit be separately assessed and/or mutated, such Impositions shall be paid by the Purchaser by making payment of the proportionate amount of all rates, taxes (including property taxes), outgoings and/or impositions levied on the said Property and/or the Buildings. After separate assessment the Impositions shall be paid by the Purchaser wholly.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit shall commence with effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2 of the Agreement and/or the date of issue of the Completion/Occupancy Certificate, whichever is earliest.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

**Schedule - F**  
**(Agreed Consideration/Total Price)**

Agreed Consideration/Total Price for the transfer of the said Apartment Unit as defined in this Deed including all rights agreed to be transferred in favour of the Purchaser in terms of <b>Clause 7.1.1</b> hereof.	Rs. _____/-
(Rupees _____ only)	

**Schedule - G**

**Part-I**

**(said Apartment)**

**ALL THAT** the residential Apartment No. “\_\_\_” on the “\_\_\_\_\_” Floor of the Building named Block \_\_\_ constructed on the said Property with Carpet Area of about \_\_\_\_\_ square feet, Built-up Area of about \_\_\_\_\_ square feet and mutually accepted by the parties to be equivalent to Super Built-up Area of \_\_\_ square feet in the Buildings named “**PUJA GANGES**” constructed on the said Property.



The said Apartment is delineated in **GREEN** borders in the map or plan annexed hereto and marked as '**Annexure – C**'.

**Part - II**

(said Parking Space)

**ALL THAT** the right to park:

- (i) \_\_\_ medium sized car(s) in the covered car parking space in the ground floor of the Buildings;
- (ii) \_\_\_ medium sized car(s) in the open space surrounding or adjacent to the Buildings earmarked by the Vendors for parking cars;

**Part - III**

(said Exclusive Private Lawn)

**ALL THAT** the Exclusive Private Lawn measuring about \_\_\_\_\_ square feet appurtenant only to the said Apartment and shown and delineated in **GREEN** borders in the **ground floor map** or plan annexed hereto and marked as '**Annexure – D**' and meant to be exclusively used and enjoyed for the purpose of private garden only by the Purchaser without any right to make any construction whatsoever thereon, whether permanent or temporary.

8. **Execution and delivery** :

**In Witness Whereof** the parties have executed these presents on the day, month and year first above written.

**Executed and Delivered** by the **Owner** at Kolkata in the presence of:

**Executed and Delivered** by the **Promoter** at Kolkata in the presence of:

**Executed and Delivered** by the **Purchaser** at  
Kolkata in the presence of:

Drafted by:

R. Ginodia & Co., Advocates  
7C, Kiran Shankar Roy Road,  
Kolkata - 700001

**Memo of Consideration**

Received of and from the within-named Purchaser the aforementioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being Agreed Consideration/Total Price for sale of the said Apartment Unit under these presents.

Date	Mode & Details	Bank	Amount (Rs.)

**Witnesses :**

\_\_\_\_\_  
DATED THIS      DAY OF      2019  
=====

BETWEEN

MAXWORTH INDUSTRIAL SERVICES LIMITED  
... OWNER

AND

GANGES GARDENS REALTORS PRIVATE  
LIMITED  
... PROMOTER

AND

\_\_\_\_\_  
... PURCHASER

DEED OF CONVEYANCE

Apartment  
No. :  
Floor :  
Block No. :

R. Ginodia & Co.  
Advocates  
7C, Kiran Shankar Roy Road  
Kolkata - 700 001.