

PROFORMA DEED OF CONVEYANCE

**THIS INDENTURE** made this            day of            , Two Thousand  
Eighteen

**BETWEEN**

**GODREJ PROPERTIES LIMITED**, a company duly incorporated under the Companies Act, 1956, having its registered office at Godrej One, 5<sup>th</sup> Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400 079 and its office at “Godrej Waterside” Tower II, Unit No.109, Plot No.5, Block DP, Sector V, Salt Lake, P.O. SechBhavan, P.S. Bidhannagar Kolkata-700 091, West Bengal **PAN AAACG3995M**, represented by **MR.** \_\_\_\_\_, son of Mr.\_\_\_\_\_, working for gain at its City Office “Godrej Waterside”, Tower II, Unit No.109, Plot No.5, Block DP, Sector V, Salt Lake City, P.O. Sech Bhavan, P.S. Bidhannagar, Kolkata-700091, West Bengal, **PAN** \_\_\_\_\_, the Authorised Signatory duly authorised by the Resolution of the respective Board of Directors of the Company dated \_\_\_\_\_ hereinafter referred to as the “**VENDOR/DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **ONE PART**

**AND**

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

OR

MESSERS \_\_\_\_\_ (PAN NO. \_\_\_\_\_) a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_, through its authorized representative Mr./Ms.\_\_\_\_\_ authorized vide Partner’s Resolution dated \_\_\_\_\_;

OR

\_\_\_\_\_ (PAN NO.\_\_\_\_\_) a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at \_\_\_\_\_ and its administrative/branch/regional office at \_\_\_\_\_, through its authorized representative Mr./Ms.\_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_ ,

herein after referred to as the “**Purchaser/s**”, (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **OTHER PART**.

#### **W H E R E A S:**

A. By virtue of the provisions of Sick Textiles Undertakings (Nationalization) Act, 1974, the textile undertaking of Bangasree Cotton Mills at Sukhchar, District North 24-Parganas which included All That the piece and parcel of land containing an area of 26.71 acres more or less situate lying at and being municipal premises No.150, Barrackpore Trunk Road, Ward No.14 of Panihati Municipality District North 24-Parganas as per details below:-

Mouza Sukchar, P.S. Khardah, R.S. Khatian No.88 R.S. Modified Khatian No.1839 comprised in:

| Dag No. | Area (In Acres) |
|---------|-----------------|
| 3446    | .30             |
| 3422    | .13             |
| 3420    | .33             |
| 3426    | .26             |
| 3413    | .06             |
| 3416    | .30             |
| 3423    | .01             |
| 3468    | .23             |

|           |             |
|-----------|-------------|
| 3469      | .06         |
| 3470      | .59         |
| 3470/3540 | .28         |
| 3471      | .13         |
| 3450      | .84         |
| 3447      | 1.46        |
| 3450/3558 | .22         |
| 3450/3459 | .31         |
| 3472      | .72         |
| 3477      | .76         |
| 3466      | .19         |
| 3475      | .26         |
| 3464      | .09         |
| 3465      | .18         |
| 3473      | .41         |
| 3474      | .20         |
| 3467      | .10         |
| 3452      | 1.30        |
| 3453      | .12         |
| 3452/3539 | .18         |
| 3421      | .39         |
| 3454      | .21         |
| 3451      | .23         |
| 3424      | .54         |
| 3425      | .04         |
| 3432      | .44         |
| 3460      | .06         |
| 3461      | .22         |
| 3462      | .20         |
| 3463      | 1.41        |
| 3460/3538 | .11         |
| Total     | 13.87 Acres |

And Mouza Rambhadrabati J.L. No.7, P.S. Khardah, L.R. Khatian No.940 comprised in :

| R.S. Khatian No. | Dag No. | Area |
|------------------|---------|------|
| 116              | 283     | .78  |
| 117              | 284     | .26  |
| 126              | 287     | 1.39 |

|         |       |                |
|---------|-------|----------------|
| 127     | 286   | 3.17           |
| 128     | 288   | 1.74           |
| 127/357 | 285   | .41            |
| 131/352 | 292   | 1.17           |
| 129/363 | 282   | .11            |
| 129     | 289   | 2.34           |
| 130     | 290   | .21            |
| 131     | 291   | 1.26           |
|         | Total | 12.84<br>acres |

morefully and particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter collectively referred to as the 'said entire land'), became transferred to and/or vested in the Central Government on and from 1<sup>st</sup> April, 1974.

B. The Central Government had transferred the custody and ownership of the said mill and the said entire land to National Textiles Corporation (West Bengal, Assam, Bihar & Orissa) Limited ("NTC") by virtue of the provisions of the said Act.

C. NTC thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said entire land.

D. The said entire land was duly mutated with the Panihati Municipality and having municipal premises No.150, Barrackpore Trunk Road, Kolkata in Ward No.14.

E. The Board for Industrial & Financial Reconstruction (BIFR) had sanctioned the rehabilitation scheme of NTC by its order dated 15<sup>th</sup> February, 2002 and approved sale of its assets including the said entire land.

F. NTC had in order to dispose of the said entire land, floated a tender dated the 19<sup>th</sup> day of January, 2007 for sale of the said entire land on 'as is where is and as is what is basis'.

G. Pursuant to the said tender notice Happy Highrises Limited had submitted its bid on the 20<sup>th</sup> day of February, 2007 for purchasing the said land. The said bid was ultimately accepted by NTC.

H. By an Indenture of Conveyance dated the 18<sup>th</sup> day of July, 2007 made between NTC, therein referred to as the Vendor of the One Part

and Happy Highrises Limited, therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Barrackpore in Book No.I, Volume No.2, Pages 175 to 192, Being No.4760 for the year 2007, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of said Happy Highrises Limited All That the said entire land absolutely and forever.

I. The said Happy Highrises Limited had applied for and obtained mutation in respect of the said entire land in the records of the Block Land and Land Reforms Officer in R.S. Modified New Khatian No. 1886 of Mouza Sukchar and in L.R. Khatian No. 1023 of Mouza Rambhadrabati as well as in the records of the Panihati Municipality and the said premises was re-numbered as Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata-700115 in Ward No.14.

J. Subsequently the said Happy Highrises Limited had applied for conversion of the said entire land from factory land to bastu or homestead land before Sub-Divisional Land and Land Reforms Officer, Khardah.

K. After scrutinizing the said application the concerned authority came to the conclusion that said Happy Highrises Limited was holding 2.51 acres of surplus land and for that said Happy Highrises Limited filed an application on 12<sup>th</sup> day of May 2008, under Section 14Z of the West Bengal Land Reforms Act 1955 before the Principal Secretary and Land & Land Reforms Commissioner, West Bengal, for allowing it to hold surplus land.

L. Thereafter Memo No.V-Cell-38/4311/L&LR(N)/08 dated 19.09.2008 was issued by the Additional District Magistrate & District Land and Land Reforms Officer, Barasat in which the said ADM & DL & LRO, Barasat recorded his findings in respect of resumption of the surplus land containing an area of 2.51 acres in Mouza Sukhchar P.S. Khardah (1.176 acres) of Land and in Mouza Rambhadrabati P.S. Khardah (1.334 acres) of land (hereinafter collectively referred to as the Surplus Land) and forwarded the same to the Joint Secretary, Land & Land Reforms Department for final consideration.

M. The Joint Secretary to the Government of West Bengal, Land and Land Reforms Department confirmed the findings of ADM & DL & LRO, Barasat and came to the conclusion that said Happy Hghrises Limited was unable to retain the said surplus land and intimated the same to

ADM & DL & LRO, Barasat by Memo No.01(1)/235/08-ISJS(SR)-L dated 27<sup>th</sup> October 2008.

N. Pursuant to the said decision of Joint Secretary to the Government of West Bengal, Land and Land Reforms Department the surplus land was ultimately resumed by the State of West Bengal under the supervision of the Revenue Officer on 11<sup>th</sup> day of November, 2008.

O. The appeal from the said order of resumption filed by said Happy Highrises Limited before The Collector & Additional District Magistrate & District Land & Land Reforms Officer, North 24-Parganas was also rejected.

P. Said Happy Highrises Limited filed an application from the order of the said The Learned Collector & Additional District Magistrate & District Land & Land Reforms Officer, North 24-Parganas before the West Bengal Land Reforms and Tenancy Tribunal, which was subsequently withdrawn.

Q. By a Deed of Gift dated the 11<sup>th</sup> day of November, 2010 made between the said Happy Highrises Limited therein referred to as the Donor of the One Part and The Panihati Municipality therein referred to as the Donee of the Other Part and registered with the Additional District Sub-Registrar, Barrackpore in Book No.I CD Volume No.41 Pages 287 to 304 Being No. 11611 for the year 2010 said Happy Highrises Limited has made a free and absolute gift in respect of the piece and parcel of land containing an area of 1.3 acres more or less for construction of a Water Treatment Plant by the Panihati Municipality and lying situate at Mouza Rambhadrabati, J.L. No. 7, P.S. Khardah L.R. KhatianNo.940 comprised in –

| R.S. Plot No. | L.R. Plot No. | Area (in acres) |
|---------------|---------------|-----------------|
| 130           | 290 (P)       | 0.174           |
| 129           | 289 (P)       | 1.048           |
| 129/363       | 282 (P)       | 0.065           |
| 131           | 291 (P)       | 0.001           |
| 116           | 283 (P)       | 0.012           |
|               | Total         | 1.300           |

R. Thus the said Happy Highrises Limited was now absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 22.90 acres be the same a more or less out of the said entire land situate lying at and being

part of municipal holding No.187F/1, Barrackpore Trunk Road, Kolkata-700 115 in Ward No.14 of Panihati Municipality more fully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter collectively referred to as the `said land') free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions trusts of whatsoever nature.

S. The said Happy Highrises Limited had got a final plan duly sanctioned by Panihati Municipality having No.1005 dated 11.03.2011 for construction of a multistoried multi-use and residential building complex comprising of various independent building towers upon the "said land" now known as **GODREJ PRAKRITI**.

T. In pursuance of and in terms of the said building plan, said Happy Highrises Limited at its own cost and expenses has started construction of the said multistoried multi-use residential building complex known as **GODREJ PRAKRITI**.

U. By an application, being Company Scheme Petition No.23 of 2017 under Sections 391 to 394 of the Companies Act, 1956 and Sections 230 to 232 of the Companies Act, 2013 for amalgamation of the said Happy Highrises Limited with Godrej Properties Limited, was filed in the Hon'ble National Company Law Tribunal, Mumbai Bench and by an order dated 29<sup>th</sup> March, 2017 passed by the Happy Highrises Limited was amalgamated and merged with Godrej Properties Limited (the Vendor/Developer herein).

V. In view of the said amalgamation of the said Happy Highrises Limited with Godrej Properties Limited all assets, liabilities, right, title, interest and obligations of the Happy Highrises Limited have been transferred and vested with Godrej Properties Limited and on and from effective date of 1<sup>st</sup> day of May 2016 the said Happy Highrises Limited has become Godrej Properties Limited.

W. The Purchaser being desirous of acquiring **ALL THAT** the Unit **No.** \_\_\_\_\_ containing a super built up area of \_\_\_\_\_ **Sq.mtr.** (equivalent to \_\_\_\_\_ Sq. mtr.) on the \_\_\_\_\_ floor of Tower named as \_\_\_\_\_ the Building Complex known as **GODREJ PRAKRITI** presently in course of completion on a part of the said land **TOGETHER WITH** the undivided proportionate share in the common parts, portions, areas, facilities, and amenities of the said Tower **TOGETHER WITH** right to use of \_\_\_\_\_ **Car Parking Space** in the complex **TOGETHER WITH** the undivided proportionate variable impartible



share in the land underneath the said Tower attributable thereto more fully and particularly described in the **THIRD SCHEDULE** hereunder written (hereinafter collectively referred to as the said **UNIT**) approached the Vendor/Developer.

X. By an Agreement dated the 6<sup>th</sup> December, 2013 made between the parties hereto the Vendor/Developer had agreed to sell and the Purchaser have agreed to purchase All That the said Unit at and for the consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and on the terms and conditions therein contained.

Y. At or before execution of the said Agreement the Purchaser -

a. had fully satisfied himself as to the title of the Vendor/Developer and the right of the Vendor/Developer in respect of the said land.

b. had inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the Vendor/Developer and agreed not to raise any objection with regard thereto.

c. had satisfied himself about the project layout and the future sanctions to be obtained and the future constructions to be made by the Vendor/Developer on the said land.

d. had verified the location and site of the said Unit including the egress and ingress thereof and also the area of the said Unit as stated in the said Agreement and agreed not to dispute the same.

e. had acknowledged that the right of the Purchaser shall remain restricted to the said Unit.

f. had acknowledged that the Vendor/Developer shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the building complex being constructed erected and completed on the said land and the Purchaser shall have no objection thereto.

g. had satisfied himself as to the built up area and the super built-up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all

the residents/occupants of the various units comprised in the said building complex and had agreed not to challenge or dispute the same in any manner whatsoever or however.

Z. In pursuance to the said Plan the Vendor/Developer has completed construction of the independent and/or autonomous Tower namely \_\_\_\_\_ wherein the said Unit comprises and has obtained the occupation certificate in respect of the said Tower.

AA. The Purchaser have now satisfied himself as to the following :-

- (a) The super built up area of the Unit.
- (b) Structural stability of the Tower.
- (c) Construction of the Tower and the Unit.
- (d) The fittings and fixtures installed.
- (e) Completion and finishing of the Unit.
- (f) The situation of car parking space, if purchased.
- (g) The supply of water and electricity.
- (h) The common facilities and amenities of the Tower and the Complex.

BB. Unless in this Indenture there being something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

(i) **ASSOCIATED AREA:** shall mean the right to use any space (if any) specifically to be demarcated by the Vendor/Developer for the purpose of using it as open space area and/or lawn area along with the said Unit aforesaid, provided the same is allotted and that the same is fully described herein.

(ii) **BUILT UP AREA:** shall mean the plinth area of the Unit and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein along with the proportionate share of the staircase, lift and lift lobby in the floor on which the Unit is located. Provided That if any wall column or

pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. The Built-Up area as settled and agreed in relation with the Super Built-Up area, shall not be questioned by the Purchaser whether the same be little more or less on actual measurement.

(iii) **CAR PARKING SPACE**: shall mean the space in the parking area of the building complex expressed or intended or reserved by the Vendor/Developer for parking of motor cars/scooters/other vehicles.

(iv) **COMMERCIAL AREA COMMON PARTS**: shall mean common areas of the Commercial Portion which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, common passage, drive ways, entrance gates, administrative and caretaker's room, Toilet meant for commercial common area, water connection in the commercial portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Commercial Portion Co-Owners and/or Co-Occupiers.

(v) **COMPLEX/PROJECT**: shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 22.90 acres be the same a little more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata- 700 115, Ward No.14 of Panihati Municipality comprised in MouzaSukchar, P.S. Khardah, J.L. No.09, R.S. Modified New Khatian No. 1886 (12.694 acres) and in Mouza Rambhadrabati J.L. No.07, P.S. Khardah, L.R. Khatian No.1023 (10.206 acres)morefully and particularly described in the **SECOND SCHEDULE** hereunder and any extended or added area thereto and the area of 2.51 acres, now vested in the State, upon being released or settled by the State in favour of the Vendor/Developer and the new building/s to be constructed thereon of which some building/s and any part of the building/s will be for commercial, medical centre or mixed uses and purposes and the other remaining buildings will be for residential uses and purposes.

(vi) **CO-OWNERS**: according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such Unit and for all unsold Units, possession whereof not having been parted with by the Vendor/Developer, shall mean the Vendor/Developer.

(vii) **COMMON AREAS**: shall mean the common areas mentioned as specified in the **FOURTH SCHEDULE** hereunder written for common use and enjoyment of the Co-Owners which include the driveway and paths to which the Purchaser hereby consent.

(viii) **COMMON EXPENSES**: shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Owners and all other expenses for the common purposes to be contributed, borne, paid and shared on actual by the Co-Owners including those mentioned in the **FIFTH SCHEDULE** hereunder written.

(ix) **COMMON PURPOSES**: shall mean and include the purpose of managing, maintaining and upkeeping the Common Areas and Service Installations, rendition of common services in common to the Co-Owners, collection and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Service Installations in common.

(x) **COMMON SPACE**: shall mean all spaces open to sky at the ground floor level of the building including driveways, paths, passages, side spaces but excluding open car parking spaces.

(xi) **HOLDING ORGANISATION**: shall mean a trust to be created under the Indian Trust Act by the Vendor/Developer at a later date with the first trustees being nominated by the Vendor/Developer to take over the overall charge of the said Complex from the Vendor/Developer and inter-alia for the purpose of managing and controlling the maintenance of the Complex.

(xii) **MAINTENANCE BODY**: shall mean and include the Vendor/Developer or its Agency so long as the Vendor/Developer does not hand over the management of the new building complex to the Holding Organisation, and after the same is made over, the Holding Organisation.

(xiii) **PLAN**: shall mean the sanctioned plan of Panihati Municipality having No.1005 dated 11.03.2011 for construction of a multistoried, multi-use and residential building complex comprising of several

independent building towers upon the “said land” known as **GODREJ PRAKRITI**.

Together With all modifications and/or alterations thereto from time to time made or to be made by Vendor/Developer as per the project layout or under advice or on the recommendation of the Architect or as per the directive of any statutory authority or otherwise in the interest of the project.

(xiv) **SAID LAND**: shall mean All That the piece and parcel of land containing an area of 22.90 acres be the same a little more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata-700 115, Ward No.14 of Panihati Municipality comprised in MouzaSukchar, P.S. Khardah, J.L. No.09, R.S. Modified New Khatian No. 1886 (12.694 acres) and in MouzaRambhadrabati J.L. No.07 P.S. Khardah, L.R. Khatian No.1023 (10.206 acres)more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and the area of 2.51 acres, now vested in the State, upon being released or settled by the State in favour of the Vendor/Developer.

(xv) **SAID SHARE**: shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Tower in which the Unit comprises and attributable to the said Unit.

(xvi) **SAID UNIT**: shall mean the Unit No. \_\_\_\_\_ measuring a Super Built-up Area of \_\_\_\_\_ Sq. ft. (equivalent to \_\_\_\_\_ Sq.mtr.) on the \_\_\_\_\_ floor of the Tower named \_\_\_\_\_ of the new building complex being constructed on a portion of the said land more fully and particularly mentioned and described in the **Part I** of the **THIRD SCHEDULE** hereunder written with fittings and fixtures to be provided therein by Vendor/Developer and wherever the context so permits shall include the Purchaser’s proportionate undivided share in the Common Areas and Service Installations as also in the land underneath the Tower attributable to the said Unit and right to use of \_\_\_\_\_ **Car Parking Space** in the complex as mentioned and described in the **Part II** of the **THIRD SCHEDULE** hereunder.

(xvii) **SERVICE INSTALLATIONS**: shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, garden lights, pumps with related equipments and

soakways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water.

(xviii) **SUPER BUILT-UP AREA**: shall include the built up area of the Unit and proportionate share of stair head room, lift machine room, service unit of ground floor, fire water sump, U.G ring for hydrant, overhead fire reservoir, fire refuge platforms, pump rooms, water treatment plant, sewage treatment plant, septic tank, domestic water sump, Overhead domestic water tank, fire duct, electrical duct, lift service duct, shafts, lofts and other infrastructure area

(xix) **TOWER**: shall mean an independent building consisting of several flats and other spaces intended for independent or exclusive use.

(xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

(xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said Sale Agreement and in consideration of the aforesaid sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor/Developer (the receipt whereof the Vendor/Developer doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser and the said unit and properties appurtenant thereto) the Vendor/Developer doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser All that the Unit No. \_\_\_\_\_ measuring a Super Built-up Area of \_\_\_\_\_ Sq. ft. (equivalent to \_\_\_\_\_ Sq.mtrs.) on the \_\_\_\_\_ floor of the Tower named \_\_\_\_\_ of the new building complex being constructed on a portion of the said land more fully and particularly mentioned and described in the **Part I** of the **THIRD SCHEDULE** hereunder written with fittings and fixtures to be provided therein by Vendor/Developer and wherever the context so permits shall include the Purchaser's proportionate undivided share in the Common Areas and Service Installations as also in the land underneath the Tower attributable to the said Unit and right

to use of \_\_\_\_\_ **Car Parking Space** in the complex as mentioned and described in the **Part II** of the **THIRD SCHEDULE** hereunder (all of which are hereto before as well as hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the Co-Owners and the other lawful occupants of the Complex **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser.

**II. AND THE VENDOR/DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:-

(a) Notwithstanding any act deed matter or thing whatsoever by the Vendor/Developer done or executed or knowingly suffered to the contrary the Vendor/Developer is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and in defeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor/Developer now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

(c) The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor/Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor/Developer.

(d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

(e) The Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor/Developer or any person or persons lawfully or equitably claiming as aforesaid.

(f) **AND FURTHER THAT** the Vendor/Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor/Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

(g) The Vendor/Developer has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

(h) The Vendor/Developer doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncancelled.



**III. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR/DEVELOPER** as follows :-

(a) To co-operate with the Maintenance Body and the Vendor/Developer in the management and maintenance of the Tower or the Complex.

(b) To observe the rules framed from time to time by the Vendor/Developer and upon the formation of the Holding Organisation by such Organisation.

(c) To use the said Unit for residential purpose and not for other purposes whatsoever without the consent in writing of the Vendor/Developer.

(d) To allow the Vendor/Developer/Holding Organisation with or without workmen to enter into the said Unit for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser.

(e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the Unit and proportionately for the complex and/or common parts/ areas and wholly for the Unit and/or to make deposits on account thereof in the manner mentioned hereunder to the Vendor/Developer/Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession (as defined herein) whether physical possession of the said Unit has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Vendor/Developer/Holding Organisation.

(f) To deposit the amounts reasonably required with the Vendor/Developer/Holding Organisation towards the liability for rates and taxes and other outgoings.

(g) To pay charges for electricity in relation to the said Unit wholly and proportionately relating to the common areas.

(h) Not to subdivide the said Unit and/or the parking Space or any portion thereof.

(i) Not to do anything or cause to be done anything or prevent or obstruct or interfere in any way whatsoever in the Vendor/Developer's developing the Complex by constructing or completing the remaining buildings/ towers and the common areas from 8 A.M. to 10 P.M. on any day notwithstanding any temporary disruption or inconvenience in the Purchaser's use or enjoyment of the said Unit.

(j) Not to claim any damages or make any claim on any account regarding the quality of materials and specifications and not to claim any damage against the Vendor/Developer if the complex is not completed within the completion date or on any other account whatsoever.

(k) Not to raise any objection with the Vendor/Developer installing any telecom tower, TV tower, Internet tower for the Complex or erect a neon/glow sign, lit/unlit hoarding on the roof of any Tower or Towers and the considerations for these rights will be received by the Vendor/Developer.

(l) To maintain or remain responsible for the structural stability of the said Unit/Tower and not to do anything which has the effect of affecting the structural stability of the complex and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the complex or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

(m) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

(n) Not to damage demolish or cause to damage or demolish the said Unit or any part thereof with respect to water proofing treatment or the fittings and fixtures affixed thereto.

(o) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Vendor/Developer/Holding Organisation differs from the colour scheme of the complex or which in the opinion of the Vendor/Developer/Holding Organisation may affect the elevation in respect of the exterior walls of the Towers of the complex.

(p) The Purchaser may install grills internally as per approved design and specified norms at extra costs. Such designs shall have to be approved by the Vendor/Developer/Holding Organisation/Architect.

(q) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Unit or any part of the complex or cause increased premium to be payable in respect thereof if the complex is insured.

(r) Not to make in the Unit any structural additions and/or alterations such as beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor/Developer/Holding Organisation and with the sanction of the authorities concerned as and when required.

(s) Not to use the Unit or permit the same to be used for any purposes whatsoever other than residential purpose and not to use for any purpose which may or is likely to cause nuisance or annoyance to co-owners/occupiers of the other portions of Tower or the complex or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

(t) Not to keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

- (u) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of his own car/cars.
- (v) Not to park car on the pathway or open spaces of the complex or at any other place except the space allotted to him and shall use the pathways as would be decided by the Vendor/Developer/Holding Organisation.
- (w) Not to let out transfer or part with the possession of the parking space, if the right of parking car is granted hereunder, independent of the said Unit or vice versa, with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the said Unit to any other Co-owner of the said Complex and none else.
- (x) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (y) To abide by such building rules and regulations as may be made applicable by the Vendor/Developer/Holding Organisation.

**HOUSE RULES:**

- (1) The lobbies, entrances and stairways of the Towers of the Complex shall not be obstructed or used for any purpose other than ingress to and egress from the Unit in the complex.
- (2) No Purchaser/Occupier shall make or permit any disturbing noises in the complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall use any loud speaker in the Unit if the same shall disturb or annoy other occupants of the complex.
- (3) Each of the Purchasers shall keep their Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (4) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be

hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Towers of the said complex. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/Developer/Holding Organisation.

(5) The Purchaser shall not store in the Unit or bring into the Complex any goods or articles of hazardous, combustible or dangerous nature or so heavy as to damage the construction or structure of the Tower/Complex or which is objected to by the Vendor/Developer or the Holding Organisation or the Maintenance Body. Further, the Purchaser shall not carry or cause to be carried heavy articles or packages to upper floors of the Tower/Complex, which may damage or is likely to damage the staircases, lift, common passages or any other Common Space at the Tower/Complex. If any damage is caused to the Unit, Common Space or to the Complex on account of any act, negligence or default on part of the Purchaser or his agents, servants, guests, invitees, the Purchaser shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/or damage caused as may be levied by the Vendor/Developer or the Holding Organization, as the case may be, whose decision in this regard shall be final and binding upon the Purchaser.

(6) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Towers of the complex excepting such as shall have been approved by the Vendor/Developer/Holding Organisation.

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

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

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

(10) No television aerial shall be attached to or hung from the exterior of the Unit.

(11) Garbage and refuse from the Unit shall be deposited in such place only in the complex and at such time and in such manner as the Maintenance Body/Holding Organisation may direct.

(12) No vehicle belonging to a Purchaser or to a member of the family or guest, tenant or employee of the Purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.

(13) These house rules may be added to, amended or repealed at any time by the Vendor/Developer/Holding Organisation.

2. The Purchaser agrees that:

(a) The right of the Purchaser shall remain restricted to the Said Unit and the properties appurtenant thereto and the Purchaser shall have no right nor shall claim any right over and in respect of any other Unit or any other portion of the said building complex in any manner whatsoever.

(b) The Purchaser shall pay regularly and punctually within 7<sup>th</sup> day of every month and month by month the common expenses as described in the **FIFTH SCHEDULE** hereunder written at such rate as may be decided, determined and apportioned by the Vendor/Developer/Holding Organisation to be payable from the Date of Commencement of Liability to the said Vendor/Developer/Holding Organisation without any abatement or demand.

(c) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor/Developer/Holding Organisation from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Unit only and

proportionately for the complex as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor/Developer/Holding Organisation shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable.

(d) The access to the ultimate roof is common with others. BUT not to use the common areas and installations including the roof of the Tower(s) for holding any cultural/social/functional programme or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(e) So long as each Unit in the complex shall not be separately mutated and separated the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole complex. Such proportion is to be determined by the Vendor/Developer/Holding Organisation on the basis of the area of such Unit in the complex.

(f) The Purchaser shall maintain at their costs, the said unit in the same good condition state and order in which the same has been delivered to the Purchaser and abide by all laws, bye laws, rules, regulations and restrictions of the Government, Panihati Municipality, CESC Ltd., Fire Services and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the lift, generator, water, electricity, drainage, sewerage and other installations and amenities at the said complex, and to make such additions and alterations in or about or relating to the said Unit and/or the Complex as may be required to be carried out by the Purchaser independently or in common with the other Co-owners as the case may be without holding the Vendor/Developer/Holding Organisation in any manner liable or responsible therefore, and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for all consequences and the Purchaser shall indemnify and keep the Vendor/Developer/Holding Organisation saved harmless and indemnified from and against all loss damage costs claims demands actions and proceedings and consequences that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.

(g) To apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the Panihati Municipality.

(h) To bear and pay and discharge exclusively the following expenses and outgoings:-

(i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to Panihati Municipality Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Vendor/Developer/Holding Organisation proportionate share of all such rates and taxes assessed on the said complex;

(ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Unit or the Tower or the said complex as a whole and whether demanded from or payable by the Purchaser or the Owner and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Tower or the said complex as a whole.

(i) To apply to CESC Ltd. individually for obtaining supply of power and the meter for his Unit. The Purchaser shall be required to pay the applicable security deposit and/or other charges for the same to CESC Ltd.

(j) The Purchaser agrees and undertakes to maintain or remain responsible for the structural stability of the said Unit/Tower and not to do anything which has the effect of affecting the structural stability of the complex and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the complex or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit. Not to make in the Unit any structural additions and/or alterations such as beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. The Purchaser is aware that the building is a shear wall construction, and if the Purchaser demolishes, punctures, and/or in any other way alter the existing shear walls and/or add or in any way put up a new concrete or masonry structure/partition in the Said Unit, the stability of the said building will be endangered since the building structure is not designed to take such load. The Purchaser further



indemnifies the Owner that in the event of happening of any of the events as mentioned above, the purchaser would be solely responsible for the same.

(k) In the event of any default by the Purchaser towards payment of the Maintenance Charges/Common expenses or any other sum or any breach or default of any of the provisions of the bye laws or rules/regulations of the Holding Organization, the Association/Holding Organisation/Vendor/Developer shall be entitled to withhold/terminate the right of the Purchaser to use and access the Common Areas and Facilities till the time the Purchaser has cleared all his dues and outstanding in this regard along with interest for delayed payment at such rate as may be determined from time to time and/or the breach/default by the Purchaser has been remedied.

**IV. AND IT IS FURTHER HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:-

1. The Vendor/Developer shall be entitled to raise further storey or stories or make construction, addition or alteration on the roof of the Tower or on any part thereof or on any open or covered space of the said Tower in accordance with law and to use and connect all common installations facilities and utilities at said Tower for and to all such construction, addition or alteration.

2. The Vendor/Developer shall be entitled to set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the Tower or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity thereat or there from and to connect and/or replace all common installations facilities and utilities in and for the complex to the same for such construction or otherwise and to use, enjoy, hold, sell, grant, transfer or otherwise part with the same with or without any obstruction and in any manner, to any person or persons and on such terms and conditions as the Vendor/Developer may in its sole discretion think fit and proper.

3. The Vendor/Developer shall be entitled to develop and utilize the open space or spaces surrounding the building or otherwise and the Vendor/Developer shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law.

4. The Purchaser shall neither have nor shall claim any right or interest in any additional area that is or can be constructed lawfully on the said Land or on the Tower or any part thereof, due to need, changes in any law, rules, regulations or bye-laws or otherwise nor shall have any right or interest in any future vertical or horizontal exploitation of the Tower by way of additional or further construction or otherwise.

5. Without prejudice to the other obligation, conditions, restriction and stipulation as regards the use of the Tower's common portions any right of use of the Purchaser in respect of such common portion or any part thereof shall be subject always to the paramount and over-riding rights and authority of the Vendor/Developer to:

(a) The Purchaser shall not have any right to nor shall object, oppose or dispute any use, construction, development or transfer of the excluded or reserved areas with or without any construction, addition or alteration and hereby undertakes and covenants not to raise any dispute objection, hindrance, obstruction or claim with regard to the same or the doing or carrying out of any such act, deed or thing contemplated in the clauses above and shall cooperate with the Vendor/Developer and sign, execute and submit all affidavit declarations, powers, authorities, no objections, consents, etc. as may be required by them for the said purposes.

(b) The undivided share in the land below and underneath the Tower hereby sold and transferred and attributable to the Said Unit shall always remain indivisible and impartible.

(c) Upon the Purchaser fulfilling his obligations and the covenants hereunder, the Vendor/Developer or the Holding Organisation or the Maintenance Body shall manage and maintain and control the Common Areas of the said complex and the tower and shall do all such acts deeds matters and things as may be necessary or expedient for the common purposes and the Purchaser shall co-operate with the Vendor/Developer or the Holding Organisation or the Maintenance Body with regard to payment of the proportionate share of the Municipal rates and taxes and other outgoings and the common expenses.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** the piece and parcel of land containing an area of 26.71 acres more or less situate at Mouza Sukchar, P.S. Khardah, Sub Registry Office Barrackpore R.S. Khatian No.88, R.S. Modified New Khatian No. 1886Khatian No.1839 comprised in :

| Dag No.   | Area (In Acres) |
|-----------|-----------------|
| 3446      | .30             |
| 3422      | .13             |
| 3420      | .33             |
| 3426      | .26             |
| 3413      | .06             |
| 3416      | .30             |
| 3423      | .01             |
| 3468      | .23             |
| 3469      | .06             |
| 3470      | .59             |
| 3470/3540 | .28             |
| 3471      | .13             |
| 3450      | .84             |
| 3447      | 1.46            |
| 3450/3558 | .22             |
| 3450/3459 | .31             |
| 3472      | .72             |
| 3477      | .76             |
| 3466      | .19             |
| 3475      | .26             |
| 3464      | .09             |
| 3465      | .18             |
| 3473      | .41             |
| 3474      | .20             |
| 3467      | .10             |
| 3452      | 1.30            |
| 3453      | .12             |
| 3452/3539 | .18             |
| 3421      | .39             |
| 3454      | .21             |
| 3451      | .23             |
| 3424      | .54             |
| 3425      | .04             |
| 3432      | .44             |
| 3460      | .06             |

|           |             |
|-----------|-------------|
| 3461      | .22         |
| 3462      | .20         |
| 3463      | 1.41        |
| 3460/3538 | .11         |
| Total     | 13.87 Acres |

And Mouza Rambhadrabati J.L. No.7, P.S. Khardah, Sub Registry Office Barrackpore L.R. Khatian No.940 comprised in:

| R.S. Khatian No. | Dag No. | Area        |
|------------------|---------|-------------|
| 116              | 283     | .78         |
| 117              | 284     | .26         |
| 126              | 287     | 1.39        |
| 127              | 286     | 3.17        |
| 128              | 288     | 1.74        |
| 127/357          | 285     | .41         |
| 131/352          | 292     | 1.17        |
| 129/363          | 282     | .11         |
| 129              | 289     | 2.34        |
| 130              | 290     | .21         |
| 131              | 291     | 1.26        |
|                  | Total   | 12.84 acres |

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** the piece and parcel of non-irrigated land containing an area of 22.90 acres be the same a more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Ward No.14 of Panihati Municipality, Kolkata-700115 comprised in the following:-

Mouza Sukchar, P.S. Khardah, J.L. No.09, Sub Registry Office Barrackpore Modified R.S. Khatian No.1886 comprised in :

| R.S. Dag No. | Area (In Acres) |
|--------------|-----------------|
| 3446         | 0.30            |
| 3422         | 0.13            |
| 3420         | 0.33            |
| 3426         | 0.26            |
| 3413         | 0.06            |

|           |              |
|-----------|--------------|
| 3416      | 0.30         |
| 3423      | 0.01         |
| 3468      | 0.23         |
| 3469      | 0.06         |
| 3470      | 0.59         |
| 3470/3540 | 0.28         |
| 3471      | 0.13         |
| 3450      | 0.84         |
| 3447      | 1.46         |
| 3450/3558 | 0.22         |
| 3459/3559 | 0.31         |
| 3472      | 0.72         |
| 3477      | 0.76         |
| 3466      | 0.19         |
| 3475      | 0.26         |
| 3464      | 0.066        |
| 3465      | 0.005        |
| 3473      | 0.41         |
| 3474      | 0.20         |
| 3467      | 0.061        |
| 3452      | 1.30         |
| 3453      | 0.042        |
| 3452/3539 | 0.124        |
| 3421      | 0.39         |
| 3424      | 0.54         |
| 3425      | 0.04         |
| 3432      | 0.44         |
| 3462      | 0.047        |
| 3463      | 1.359        |
| 3451      | 0.23         |
| Total     | 12.694 Acres |

And in Mouza Rambhadrabati, J.L. No. 07, P.S. Khardah, Sub Registry Office Barrackpore L.R. Khatian No. 1023 comprised in:

| L.R. Dag No. | Area (In Acres) |
|--------------|-----------------|
| 283          | 0.768           |
| 284          | 0.26            |
| 285          | 0.41            |
| 286          | 3.17            |
| 287          | 1.39            |
| 288          | 1.74            |

|       |                 |
|-------|-----------------|
| 289   | 1.292           |
| 291   | 1.006           |
| 292   | 0.17            |
| Total | 10.206<br>acres |

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(THE SAID UNIT AND THE PROPERTIES APPURTENANT  
THERETO)**

**PART I**

**ALL THAT** the Residential Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Tower named \_\_\_\_\_ of the Complex known as **GODREJ PRAKRITI** constructed on the portion of the land described in the Second Schedule hereinabove written having a super built up area \_\_\_\_\_ Sq. ft. (equivalent to \_\_\_\_\_ Sq.mtrs.) (be the same a little more or less) and delineated in the **Plan 'A'** annexed hereto duly bordered thereon in "**RED**" TOGETHER WITH the undivided proportionate variable share in the common parts, portions, areas, facilities, and amenities of the said Tower TOGETHER WITH the undivided proportionate variable impartible share in the land underneath the said Tower attributable thereto.

**PART II**

**ALL THAT** right to use one number of \_\_\_\_\_ **Parking Space** having an area of \_\_\_\_\_ Sq.ft.(equivalent to \_\_\_\_\_ Sq.mtr.) of the COMPLEX as delineated in the **Plan 'B'** annexed hereto duly bordered thereon in "**RED**".

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(Common Parts and Portions)**

1. The foundation, columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Unit to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.

5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures as allocated by the Vendor/Developer.
6. Boundary walls including outer side of the walls of the new building complex and main gates.
7. Water pump and motor with installation and room therefore.
8. Bore well, Tube well water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G, transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.
13. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) part of the top roof of the Block not meant for common use including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (II) Open terraces on any floors of the Block (III) the Parking spaces of the Block (Save and except the parking space, roof, terraces specifically allotted to the Purchaser (IV) the elevation and the exterior of the Block (V) Gardens/Lawns (VI) Transformer, Effluent Treatment Plant etc., water treatment unit, D.G (VII) Club Complex including Gymnasium (VIII) Community hall complex, (IX) Commercial building and (X) Such other open and covered spaces which is hereinafter expressed or may from time to time be expressed or intended not to be a common portion and the rights thereto. The excluded and reserved areas shall never be claimed by the Purchaser to be a part of the Block's Common Portions and the Owner shall be entitled to all rights and interest in respect thereof.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Maintenance Charges)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective Towers of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens, water bodies and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional lighting apparatus as the OWNER may think fit.



11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various Towers of the complex or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit/Units.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Units.
18. Insurance of firefighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the OWNER may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Holding Organisation it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.

23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

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

**SIGNED AND DELIVERED** by the  
**VENDOR/DEVELOPER** at  
Kolkata in the presence of:

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



**RECEIVED** of and from the within named **Purchaser** the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the consideration money as per memo below:-

**MEMO OF CONSIDERATION**

|   |          |                    |
|---|----------|--------------------|
| By and out of several cheques on different dates drawn by the Purchaser in favour of Vendor/Developer | -        | Rs. _____/-        |
| <b>Total</b>  | <b>:</b> | <b>Rs. _____/-</b> |

**(RUPEES \_\_\_\_\_ ONLY).**

**WITNESSES:-**

Drafted by :

#####  
**DATED THIS DAY OF 2018**  
#####

**BETWEEN**

**GODREJ PROPERTIES LIMITED**

..... **VENDOR**

**AND**

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

**I N D E N T U R E**

**UNIT NO. \_\_\_\_\_ ON THE \_\_\_\_\_  
FLOOR**

**IN THE TOWER \_\_\_\_\_  
MEASURING \_\_\_\_\_ SQ.FT.  
(EQUIVALENT  
TO \_\_\_\_\_ SQ.MTRS)**

\_\_\_\_\_ **CAR PARKING SPACE**

**IN THE GODREJ PRAKRITI AT  
187F/1,B.T. ROAD, KOLKATA-  
700115.**