

CONVEYANCE

THIS INDENTURE made this day of

BETWEEN (1) SUSHIL KUMAR AGARWAL, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, **(2) NEELAM AGARWAL**, Wife of Sushil Kumar Agarwal, Holding PAN:ACXPA1539R, both residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, represented by her Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3393 to 3403 Being No.05197 for the year 2012, **(3) PAWAN KUMAR GUPTA**, Son of Late Bhaiya Ram Gupta, Holding PAN:ADRP8323N, residing at 15, Noormal Lohia Lane, Kolkata-700007, P.O. & P.S. Burrabazar, represented by his Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3316 to 3326 Being No.05194 for the year 2012, **(4) NIKHIL BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AMGPB2148G, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, represented by his Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 15th September,2012 at

the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.9, Pages 37 to 47 Being No.05652 for the year 2012, **(5) NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, **(6) SUMITRA DEVI AGARWALLA**, Wife of Sri Badri Narayan Agarwalla, Holding PAN: ACMPA6617M, residing at Block-A2, Second Floor, GANGES GARDEN, 106, K. S. Singha Road, Howrah-711102, P.O. & P.S. Shibpur, represented by her Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3404 to 3414 Being No.05210 for the year 2012, **(7) SANDHYA CHOUDHARY**, Wife of Ashok Kumar Choudhary, Holding PAN:AERPC3428H, residing at Kundan Bye Lane, JINDAL TOWER, B-Block, Liluha, Howrah-711204, P.O. & P.S. Liluha, represented by her Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August,2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3428 to 3438 Being No.05200 for the year 2012, **(8) RITU CHOUDHARY**, Wife of Krishna Kumar Choudhary, Holding PAN: AFYPK4307B, residing at Kundan Bye Lane, JINDAL TOWER, B-Block, Liluha, Howrah-711204, P.O. & P.S. Liluha, represented by her Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding

PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August, 2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3382 to 3392 Being No.05196 for the year 2012, and **(9) NISHANT PASARI**, Son of Sri Naresh Kumar Pasari, Holding PAN: AJAPP4612J, residing at 51, Dobson Road, Howrah-711101, P.O. Howrah, P.S. Golabari, represented by his Constituted Attorneys **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, Holding PAN:ACIPA8602Q, residing at 6/7, New Seal Lane, Howrah-711101, P.O. & P.S. Howrah, and **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, Holding PAN:AKDPB6670J, residing at 640, Block-O, New Alipore, Kolkata-700053, P.O. & P.S. New Alipore, vide Registered Power of Attorney dated 29th August, 2012 at the Office of A.R.A-III Kolkata and recorded in Book No.IV, CD Volume No.8, Pages 3349 to 3359 Being No.05195 for the year 2012, hereinafter jointly called and referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators representatives, successors and/or assigns) **One Part,**

AND

LAKSHITA CONSTRUCTION PRIVATE LIMITED previously named and known as **M/S. PAKHI VINCOM PVT. LTD.**, a Company incorporated under the Companies Act, 1956, Holding PAN: AAIECP9871B, having its registered office at 37A, Bentick Street, Bentick Chambers, 2nd Floor, Room No.215, Kolkata-700069, represented by its one of the Directors, **OM PRAKASH BHARTIA** Son of Late Bhanwar Lal Bhartia, residing at 640, O Block, New Alipore, P.S. New Alipore, Kolkata-700053, hereinafter referred to as **“THE PROMOTER /DEVELOPERS”** (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest and assigns) the Party of the **SECOND PART:**

AND

hereinafter referred to as “**the PURCHASER**” of the **THIRD PART**

DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

1. **“Act”** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
2. **“Rules”** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
3. **“Regulation”** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
4. **“Section” means** a section of the Act
5. **ARCHITECT(S)** shall mean Maniramka & Associates, at 74B, A. J. C. Bose Road, Kolkata-700016, and such other person or persons as may be appointed from time to time by the Developer for the purpose of this Project in consultation with the Owner;
6. **ASSOCIATION** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner, the Developer and the representatives of all the buyers of Flat 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;
7. **BUILDING** shall mean one Building to be constructed by the Developer on the land comprised in the said Property;
8. **CAR PARKING SPACE** shall mean Space as sanctioned by Competent Authority/Kolkata Municipal Corporation.
9. **CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the apartment. (Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to variation of 3% + - on account of structural, design and construction).
10. **COMMON EXPENSES** shall mean and include all expenses to be incurred payable and contributable proportionately by the Unit Owners for the maintenance, management, upkeep and administration of the Buildings, the said Property, the Common Portions therein and the said Property and the expenses for rendering of services for the Common Purposes;
11. **COMMON PORTIONS** shall mean such common areas, facilities and installations in the Buildings and the said Property, like staircases,

landings, lobbies, lifts, passages, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations mentioned in the **THIRD SCHEDULE** hereto;

- 12.COMMON PURPOSES** shall mean and include the purposes of maintaining and managing the said Property, the Buildings and in particular the Common Portions rendering of the services in common to the Unit Owners, collection and disbursements 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 Portions in common ;
- 13.CORPUS 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 Portions and other contingencies;
- 14.DATE OF POSSESSION** shall mean the date on which the Purchaser takes actual physical possession or deemed possession of the said Flat after discharging all his liabilities and obligations;
- 15.DEED OF CONVEYANCE** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Purchaser in respect of the said Flat Unit upon the Purchaser complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
- 16.DEVELOPMENT AGREEMENT** shall mean the Agreement made between the Owners and the Developer on 15th September,2011 regarding development and construction on the said Property including Supplemental Agreements and modifications made from time to time;
- 17.DEVELOPER SHARE** shall mean 50% of the sale price of the Project.
- 18.“EXCLUSIVE BALCONY / VERANDAH / OPEN TERRACE AREA” OR “EBVT AREA”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. (EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to variation of 3% + - on account of structural, design and construction).
- 19. FLAT/UNIT** shall mean the Flat/Unit and/or other space intended to be built and constructed by the Developer and/or constructed area capable of being exclusively held or occupied by any Unit Owner in the Building together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;
- 20.FORCE MAJEURE** shall include natural calamities, Acts of God, floods, earthquakes , riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, strikes/shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Municipality or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to

affect the Project, and/or any reasons/circumstances beyond the control of the Vendors;

21.LAND/TOTAL PROPERTY shall mean the Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South), along with all easement and quasi easement rights, particularly described in the **PART-I OF THE FIRST SCHEDULE**.

22.MAINTENANCE AGENCY shall mean the Vendors or any association syndicate, committee, body society or company, formed / incorporated/ appointed by the Vendors for the Common Purposes;

23.MAINTENANCE CHARGES shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser initially to the Vendors and upon its formation, to the Association;

24.MUNICIPALITY shall mean The Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;

25.“NET AREA” shall mean the aggregate of the Carpet Area and the EBVT area particularly described in **PART-II OF THE SECOND SCHEDULE**.

26.OWNER'S SHARE 50% of the sale price of the project less expenses to be made by the Developer for and on account of Owner's i.e. Owner's behalf such as payment to occupants in the said Property for getting the said Property vacated, market value of the area to be allocated to any of the occupants for getting the said Property vacated from the occupants.

27.PLAN shall mean the Plan sanctioned by the Kolkata Municipal Corporation on 16th April, 2014 vide No.2014100011 and there after further sanctioned on 13th January, 2017 and further with Plan to be sanctioned by Kolkata Municipal Corporation.

28.PROJECT shall mean the work of development of the said Property, construction and completion of the Building, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance/ in favour of the Unit Owners;

29.PROJECT ADVOCATES shall mean Mr. Debabrata Banerjee, Advocate, of 12/1, Lindsay Street, Kolkata-700087, who have been appointed by the Vendors and also duly accepted by the Purchaser, have prepared this Memorandum and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the said Property, the Building and the Flat Units therein, including the Deeds of Conveyance;

30.PROPORTIONATE with all its cognate variations shall mean such ratio as the Carpet Area of any Unit or Units is in relation to the Carpet Area of all the Units in the Building;

31.PURCHASER shall mean and include:

- (a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (c) If it be a Company or a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, then its successor or successors in interest and permitted assigns;
 - (d) If it be a Partnership Firm under the Indian Partnership Act, 1932, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
 - (e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns;
32. **SAID CAR PARKING SPACE** shall mean the Car Parking Space described in PART-III OF THE SECOND SCHEDULE hereto.
33. **SAID FLAT/APARTMENT** shall mean the Flat described in Part-I of the Second Schedule hereto;
34. **SAID PROPERTY** shall mean All That Land measuring more or less 26 Cottah 5 Chhatak 15 Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South), along with all easement and quasi easement rights, particularly described **IN THE PART-II OF THE FIRST SCHEDULE**.
35. **UNDIVIDED SHARE** in relation to a flat shall mean the proportionate variable undivided indivisible and impartible share in the common parts and portions as mentioned in the THIRD SCHEDULE.
36. **UNIT OWNERS** shall, according to its context, mean all purchasers and/or intending purchasers of different Units in the Building 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;
37. **VENDORS** shall mean jointly the Owners and the Developer/Promoter and, where the context so permits, refer to only such of them as is concerned with the relevant matter/issue;

38. **MASCULINE GENDER** used in this Memorandum shall include the feminine and neuter gender and vice versa and SINGULAR NUMBER shall include the plural and vice versa.

39. **SINGULAR** number shall include plural numbers and vice-versa.

WHEREAS One MAHENDRA NATH LAW, son of Late Beni Madhab Law became the absolute owner of **ALL THAT** land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft together with shed and structure measuring more or less 13100 Sq.ft., standing thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane), Kolkata-700053, P.S - New Alipore under KMC ward No.81 particularly described in the PART-I OF THE FIRST SCHEDULE herein after mentioned along with other properties, by virtue of final decree passed in connection with the partition suit bearing Suit No. 1319 of 1933 in the High Court of Calcutta Ordinary Original Civil Jurisdiction.

AND WHEREAS Said Mahendra Nath Law by executing registered deed of gift in Bengali vernacular gifted the above mentioned property along with other properties to his son Santosh Chandra Law also known as Santosh Chandra Laha and said deed of gift was registered on 13th October, 1953 at the office of Registrar Of Assurances, Calcutta and recorded in Book No.I Volume No.114 Pages 81 to 84 Being No.4151 for the year 1953.

AND WHEREAS said Santosh Chandra Law also known as Santosh Chandra Laha died on or about 15.08.2003 after making and publishing his last will and testament dated 15.12.1993 wherein he bequeathed the above mentioned Property along with some of his other immovable properties to his son Sanjib Kumar Law also known as Sanjib Kumar Laha.

AND WHEREAS the said will of the said Santosh Chandra Law also known as Santosh Chandra Laha was duly proved in the Hon'ble High Court at Calcutta in its testamentary and intestate jurisdiction, in the goods of Santosh Chandra Law also known as Santosh Chandra Laha deceased, vide Case No. P.L.A No.201 of 2004 and probate thereof was duly granted on or about 12th Day of October,2004 to Satarupa Law also known as Satarupa Laha executrix and Durga Shankar Mullick executor appointed by the deceased testator.

AND WHEREAS the said executrix and executor there after duly completed the administration of the said estate of the deceased testator.

AND WHEREAS said Sanjib Kumar Law also known as Sanjib Kumar Laha became seized and possessed of and sufficiently entitled to the said TOTAL PROPERTY. With the consent and approval of his mother Satarupa Law also known as Satarupa Laha and his elder brother Mihir Kumar Law also known as Mihir Kumar Laha all of them applied for mutation to mutate their names as Owners of the above mentioned Property before Kolkata Municipal Corporation, and Kolkata Municipal Corporation duly mutated their names in their records vide Assesee No.110810700026, although the deceased testator give demised and bequeathed the above mentioned Property to Sanjib Kumar Law also known as Sanjib Kumar Laha only.

AND WHEREAS by virtue of above mentioned acts, deeds and things the **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA** was become absolute Owner of the above mentioned Property and **SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA** was lawfully seized and possessed of or is otherwise well and sufficiently entitled to the above

mentioned Property as its absolute Owner in fee simple free from all encumbrances, subject to tenancy.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **SUSHIL KUMAR AGARWAL**, Son of Kanhiya Lal Agarwal, & **NEELAM AGARWAL**, Wife of Sushil Kumar Agarwal, the Owner herein **ALL THAT** Land measuring more or less 6 Cottahs 12 Chittacks 24 Sq.ft. being undivided 25% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6838 to 6862, Being No.05703 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **PAWAN KUMAR GUPTA**, Son of Late Bhaiya Ram Gupta, the Owner herein **ALL THAT** Land measuring more or less 5 Cottahs 6 Chittacks 38 Sq.ft. being undivided 20% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6785 to 6810, Being No.05701 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late

Santosh Chandra Law also known as Late Santosh Chandra Laha (3) **SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, (4) **SMT. DEBALA ROY**, wife of Late Gora Chand Roy, (5) **SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, (6) **SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, (7) **SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, (8) **SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and (9) **SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **NIKHIL BHARTIA**, Son of Om Prakash Bhartia, & **NIKUNJ BHARTIA**, Son of Om Prakash Bhartia, the Owner herein **ALL THAT** Land measuring more or less 5 Cottahs 6 Chittacks 38 Sq.ft. being undivided 20% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6889 to 6914, Being No.05705 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and (1) **SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, (2) **SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha (3) **SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, (4) **SMT. DEBALA ROY**, wife of Late Gora Chand Roy, (5) **SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, (6) **SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, (7) **SMT.SWARNA SANA also**

known as SMT. SWARNAMAYI SANA wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **SUMITRA DEVI AGARWALLA**, Wife of Sri Badri Narayan Agarwalla, the Owner herein **ALL THAT** Land measuring more or less 2 Cottahs 11 Chittacks 18 Sq.ft. being undivided 10% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6863 to 6888, Being No.05704 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **SANDHYA CHOUDHARY**, Wife of Ashok Kumar Choudhary, & **RITU CHOUDHARY**, Wife of Krishna

Kumar Choudhary, the Owner herein **ALL THAT** Land measuring more or less 4 Cottahs 1 Chittacks 5 Sq.ft. being undivided 15% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6811 to 6836, Being No.05702 for the year 2011.

AND WHEREAS SRI. SANJIB KUMAR LAW also known as SRI. SANJIB KUMAR LAHA, son of Late Santosh Chandra Law as Vendor therein and **(1) SMT. SATARUPA LAW also known as SMT. SATARUPA LAHA**, wife of Late Santosh Chandra Law also known as Late Santosh Chandra Laha, **(2) SRI. MIHIR KUMAR LAW also known as SRI. MIHIR KUMAR LAHA**, Son of Late Santosh Chandra Law also known as Late Santosh Chandra Laha **(3) SRI LAL MOHAN ROY**, Son of Late Mohini Mohan Roy, **(4) SMT. DEBALA ROY**, wife of Late Gora Chand Roy, **(5) SMT. TARA RANI BAIDYA ROY**, wife of Late Kanai Lal Baidya,, and Daughter of Mohinimohan Roy, **(6) SMT. SANGHAMITRA NAG**, wife of Sri Somnath Nag, **(7) SMT.SWARNA SANA also known as SMT. SWARNAMAYI SANA** wife of Sri. Jamini Bhusan Sana, **(8) SMT. SHEFALI BISWAS**, wife of Sri. Rabindra Nath Biswas, and **(9) SMT. BELA ROY**, wife of Sri Dilip Roy, as Confirming Party therein sold, conveyed and transferred absolutely and for ever in favour of **NISHANT PASARI**, Son of Sri Naresh Kumar Pasari, the Owner herein **ALL THAT** Land measuring more or less 2 Cottahs 11 Chittacks 18 Sq.ft. being undivided 10% share or interest in the total Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft at and being Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore under KMC ward No.81, by executing a registered deed of conveyance dated 1st

July,2011 registered before Addl. Registrar Of Assurance-I of Kolkata, Book No.I, CD Volume No.13, Pages 6657 to 6682, Being No.05700 for the year 2011.

AND WHEREAS by virtue of the above mentioned Deeds of Conveyance Owners herein became the absolute Owners of ALL THAT Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft TOGETHER WITH structure standing thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 hereinafter called and referred as the **TOTAL PROPERTY**, more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereinafter mentioned.

AND WHEREAS Owners herein mutated their names in the Assessment records of Kolkata Municipal Corporation vide Assessee No.110810700026 and decided and agreed to develop the **TOTAL PROPERTY** through Developer on 15th September,2011 and also Developer decided and agreed to develop the **TOTAL PROPERTY** by them.

AND WHEREAS the Vendor herein entered into a Development Agreement on 15th day of September,2011 under certain terms and conditions mentioned.

AND WHEREAS by executing a Gift Deed in favour The Kolkata Municipal Corporation, Vendor herein donated 38.75 Sq.ft. of Land and the said Gift Deed was registered at the Office of A.R.A.-I Kolkata dated 25th January,2014 and the same was recorded in Book No.I, CD Volume No.2, Pages 688 to 702, Being No.00673 for the year 2014 and by executing a Gift Deed in favour The Kolkata Municipal Corporation, Vendor herein donated 536.75 Sq.ft. of Land and the said Gift Deed was registered at the Office of A.R.A.-I Kolkata dated 25th January,2014 and the same was recorded in Book No.I, CD Volume No.2,

Pages 703 to 717, Being No.00674 for the year 2014 after the said two gifts Land remains 26 (Twenty Six) Cottah 5 (Five) Chatak 15 (Fifteen) Sq.ft border RED in the MAP or PLAN annexed herewith, hereinafter called and referred as the **SAID LAND/PROPERTY** and particularly described in the **PART -II of the FIRST SCHEDULE** hereinafter mentioned.

AND WHEREAS the Developer has completed the construction and Kolkata Municipal Corporation issued occupancy Certificate vide _____ dated _____ and after actual measurement comes to more or less _____ Sq.ft. Carpet area.

AND WHEREAS The Purchaser has independently examined and/or caused to be examined and made himself fully aware of and has thoroughly satisfied himself about, inter alia, the right, title and interest of the Vendor to the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions and the construction of the Buildings, the Common Areas and the said Apartment including regarding the quality, specifications, quality of materials used, structural stability, workmanship, Carpet Area, and is purchasing the said Apartment Unit pursuant to the Agreement between the Vendors and the Purchaser and has taken possession of the said Apartment Unit. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration and the Additional Liabilities 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 also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the Buildings including the said Apartment Unit and the Common Areas is complete in all respects to the 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 has complied with all its obligations and that the Purchaser has no

complaint or claim whatsoever against the Vendors on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

AND WHEREAS in pursuance of the above mentioned Agreement and on actual measurement the Purchaser/s has/have paid the entire consideration amounting to Rs. _____ (Rupees _____) only.

AND WHEREAS any terms and conditions, contrary to this Deed of Conveyance, agreed or offered orally and/or in writing or through brochure/media in between or among the parties hereto shall be deemed to have been waived, modified, rectified and/or amended.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. In consideration of the said Development Agreement and in consideration of the said sale Agreement between the **VENDOR & PROMOTER /DEVELOPERS** and the Purchaser/s herein and in consideration of the sum of Rs. _____ (**Rupees** _____) only of the lawful money of the union of India well and sufficiently paid by the Purchaser/s to the **PROMOTER /DEVELOPERS** on or before the execution of these presents (the receipt whereof the **PROMOTER /DEVELOPERS** doth hereby as well as by the receipt and memo hereunder written admit and acknowledge) and of and from the same and every part thereof **VENDOR & PROMOTER /DEVELOPERS** at the request of the Purchaser/s and of and from the same and every part thereof jointly doth hereby acquit discharge exonerate and release the Purchaser/s

the said Unit/ Flat No.____ on ____ Floor of Block No. ____ measuring more or less _____ Sq.ft. of super built up area **TOGETHER WITH _____ Car Parking Space in the Ground Floor** at portion of Premises No. 16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, TOGETHER WITH undivided proportionate variable indivisible impartible share in the Land underneath the Building constructed within the SAID PROPERTY being the portion of Land at 16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, (particularly described in the **PART-II OF THE FIRST SCHEDULE**) and attributable to the said Flat/Unit hereby granted, sold, conveyed and transferred, the Vendor/Developer doth hereby grant sell convey transfer assign and assure ALL THAT undivided proportionate variable indivisible impartible share in land underneath the Building constructed within the SAID PROPERTY being the portion of Land at premises No. 16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, attributable to the said Unit/Flat No.____ measuring more or less_____ Sq.ft. of Carpet area, on ____ Floor, **TOGETHER WITH _____ Car Parking Space in the Ground Floor** (hereinafter referred to as the "SAID SHARE IN THE SAID PREMISES") together with all and whatever right, title and interest of the **VENDOR & PROMOTER /DEVELOPERS** of and in ALL THAT self contained independent Unit/Flat No.____ on the ____ Floor of Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, containing a Carpet area of _____ Sq.Ft. a little more or less **TOGETHER WITH _____ Car Parking Space in the Ground Floor** (more fully described in the THIRD SCHEDULE hereunder written and hereinafter collectively referred to as the "SAID FLAT") ALSO TOGETHER WITH undivided proportionate variable and impartible share in the common parts and portion of the said Building more fully and particularly described in the **THIRD**

SCHEDULE hereinafter mentioned but without any Ownership right in the ultimate Roof of the Building AND the reversion or reversions remainder or remainders AND rents issues and profits of the said flat including the said share in the said premises and/or any and every part thereof AND all the legal incidence thereof AND ALL the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and equity of the Vendors into or upon and in respect of the said share in the said premises or any and every part thereof herein comprised and hereby sold conveyed granted and transferred TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the Purchaser/s SUBJECT TO the Purchaser's covenants herein and subject to the terms, covenants, stipulations, conditions and agreements hereunder written and on the part of the Purchaser/s to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the Purchaser/s or the person deriving title to the said share in the said premises as "covenant running with the land" SUBJECT HOWEVER TO the Purchaser/s paying to the Developer/Association proportionate service charges and maintenance charges and also paying proportionate Municipal and all other rates taxes outgoings and common expenses including those mentioned in the **SEVENTH SCHEDULE** hereunder written in connection with the said flat wholly and the building and the said land and in particular the common areas and facilities proportionately.

2. **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.
 - a. 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:
 - i. Open and covered spaces in the Buildings and the Premises not included in the Common Areas mentioned in the **THIRD SCHEDULE** hereto;

- ii. Other Apartments, Apartment Units, Servant Quarters and Parking Spaces in the Buildings and/or the Premises;
 - iii. Exclusive Open Terrace Garden Areas attached and/or appurtenant to other Apartments; and
 - iv. Right of further construction on any part of the land comprised in the Premises or raising of any additional floor/storey/construction over the roofs of the Buildings.
3. In respect of the Apartment Units, other spaces, properties and rights which are not being transferred to the Purchaser as aforesaid, the Vendors shall be entitled to use, utilize, 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 the Vendors in its absolute discretion, without any reference to the Purchaser. The Purchaser hereby agrees to, accepts and consents to all of the above and irrevocably agrees, undertakes and covenants not to raise any claim or objection for any reason or create or cause to be created for any reason, directly or indirectly, any obstruction, hindrance, impediment, interference or objection whatsoever in any manner relating to or concerning any of the same and/or the exercise of the aforesaid rights and entitlements by the Vendors. The Purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the other Apartment Units at the Premises and/or the properties and rights which are not being transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Vendorss and/or the other Apartment 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 Premises excepting those which are being expressly transferred in favour of the Purchaser by this Deed of Conveyance in respect of the said Apartment Unit.
4. 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 variations.
5. The right of the Purchaser regarding the Undivided Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Vendors from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration 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.
6. The Vendors shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose, the Vendors shall however make payment of the electricity consumed regarding the above on actual.

7. 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 no one including the Apartment Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever.
8. The Purchaser shall occupy, use, enjoy and possess 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 Apartment Owners and/or the Vendors.
9. Besides the additions and alterations permissible under the Act and/or the Rules framed thereunder, the Purchaser has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Vendors are entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the previous written consent under the Act. The Purchaser shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. The Purchaser also admits and accepts that the Vendors and/or employees and/or agents and/or contractors of the Vendors shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, 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, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors has an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same.
10. Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.

11. Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendors.
12. 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 Premises, 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 Premises, 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.
13. 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 Apartment Owners and/or the Vendors.
14. It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

3. Covenants of the Vendors:

- a. The Vendors hereby covenants with the Purchaser that it:
 - i. has received the Agreed Consideration and acknowledges the receipt thereof in the Memo of Consideration hereunder;
 - ii. has the right to sell, transfer and convey the said Apartment Unit to the Purchaser;
 - iii. shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against all manner of encumbrances in respect of the said Apartment Unit created by the Vendor;
 - iv. 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.
 - v. The Vendors hereby further covenants with the Purchaser that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed and with the terms, conditions, restrictions, stipulations, obligations and covenants contained in this Deed, peaceably own, hold and enjoy the said Apartment Unit.
 - vi. In due course of time Vendors will handover the common areas to the Association.

4. Covenants of the Purchaser:

- a. The Purchaser agrees, undertakes and covenants :
 - i. to perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including.
 - ii. to pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including but not limited to, municipal tax, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges and any other tax, duty, levy or charge from the Date of Possession or from the Date of Commencement of Liabilities, whichever is earlier 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 15 (fifteen) days of demand being made and the Vendors shall not be liable for the same under any circumstance;
 - iii. to 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 are not adversely affected by any acts or defaults of the Purchaser;
 - iv. not raise any objection or make any claim against the Vendors regarding the title of the Vendors to the Premises, the Plans, the construction and/or the completion of the Buildings and/or the said Apartment Unit including regarding the quality, specifications, materials being used, structural stability, workmanship or regarding any of the matters/items mentioned hereinbefore and hereby waives the right, if any, regarding the above;

- v. not question the quantum or apportionment of the Common Expenses mentioned in **SEVENTH SCHEDULE** or any other matter or the basis thereof as may be decided by the Vendors;
- vi. not object and/or cause any hindrance, objection or disturbance to the user of the Common Areas (mentioned in **EIGHTH SCHEDULE**) by the Vendors/transferees/tenants of constructed spaces comprised in the Buildings as has been and/or may be specifically permitted to them in writing by the Vendors;
- vii. not claim any right over and/or in respect of any open land at the Premises or in any open or covered areas of the Buildings and the Premises which is not meant to be a common area or portion as per the Vendors or in any Parking Spaces (whether covered or open).
- viii. not claim any right over and/or in respect of the roofs of the Buildings save and except the right of common use and enjoyment;
- ix. not object to the use of the Common Areas (mentioned in **THIRD SCHEDULE**) by the other Apartment Owners
- x. not object to the Vendors, its 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 Premises or on the roofs of the Buildings and no one including the Apartment Owners (including the Purchaser) and the Association shall be entitled to object or to hinder the same in any manner whatsoever;

- xi. not to hinder, obstruct or object to the Vendors erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outside/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises against payment of consideration/charges to the Vendors. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Vendors exclusively and the Purchaser or the Association shall have not any claim regarding the same. For this purpose, the Vendors shall however make payment of the electricity consumed regarding the above on actual;
- xii. get at his own costs the said Apartment Unit mutated in his name and/or separately assessed by the Corporation within 6 (six) months from the Date of Possession;
- xiii. pay all amounts 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;
- xiv. pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the Premises
- xv. pay the GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Apartment Unit, the Buildings, the said Property and/or the Project within (15) fifteen days of demand without raising any objection whatsoever regarding the same; and
- xvi. pay the stamp duty and registration fee and all other taxes, levies and other allied expenses on all papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time within (15) fifteen days of demand without raising any objection whatsoever regarding the same.
- xvii. The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.
- xviii. comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
- xix. permit the Vendors, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes or the Project;
- xx. deposit the amounts for various purposes as required by the Vendors /Maintenance Agency or the Association;
- xxi. use and occupy the said Flat only for the purpose of residence;

- xxii. use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- xxiii. keep the said Flat and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat 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 Flats /parts of the Building.
- xxiv. 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 Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- xxv. use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;
- xxvi. sign and deliver to the Developer all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Flat from the electric supply authority in the name of the Purchaser and until the same be obtained, the Developer 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 Flat and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Flat;
- xxvii. bear and pay the Common Expenses and other outgoings in respect of the said Property proportionately and the said Flat Unit wholly;
- xxviii. pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the said Property proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Municipality;
- xxix. pay for other utilities consumed in or relating to the said Flat Unit;
- xxx. allow the other Unit Owners the right to easements and/or quasi-easements;
- xxxi. regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and
- xxxii. observe and comply with such other covenants as be deemed reasonable by the Vendors for the Common Purposes.
- xxxiii. not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Vendors Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;
- xxxiv. not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;

- xxxv. 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 Flat or any part of the Buildings or the said Property or may cause any increase in the premium payable in respect thereof;
- xxxvi. not to decorate the exterior of the Building 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;
- xxxvii. not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings;
- xxxviii. not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
- xxxix. not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Buildings;
- xl. not to claim any right over and/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 construction of further or additional floors/storeys/constructions that may be made by the Vendors thereat or on any part thereof;
- xli. not to shift or obstruct any windows or lights in the said Flat or the Buildings;
- xlii. 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 Flat without the prior consent in writing of the Vendors and/or the Association;
- xlili. 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 wheeler(s) of the Purchaser; and
- xliv. not to let out or part with possession of the parking space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Flat and to use the same only for the purpose of parking of a medium size motor car or two wheeler.
- xlvi. not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior permission from the Municipality and other concerned authorities as also the Vendors and also subject to the condition that the same is not restricted under any other provision of this Memorandum;
- xlvi. not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;
- xlvi. 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 Flats respectively

- xlvi. not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
- xlix. The Purchaser agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Buildings by the Vendors including any further constructions, additions or alterations that may be made from time to time with proper approval from the Concern person and Concern Authority.
- 1. The Purchaser agrees undertakes and covenants not to commit breach of any of the covenants made in this Memorandum.
 - li. The Buildings being constructed at the Premises shall always be known as “**GANGES CASTLE**”. The Association, the Purchaser or the Apartment Owners shall not be entitled to change the said name under any circumstances whatsoever.
 - lii. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendors for fulfillment of the Purchaser’s obligations irrespective of non- compliance by any other Apartment Owner.
 - liii. The Purchaser may deal with or dispose of or alienate or transfer the said Apartment Unit subject to the following conditions:
 - liv. The said Apartment Unit shall be one lot and shall be impartible and indivisible and the same shall not and cannot 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.
 - lv. 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.
 - lvi. The Purchaser shall be responsible for and shall keep the Vendors and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act deed or thing or omission made done or occasioned by the Purchaser and shall be responsible for and shall keep the Vendors indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in these presents.
 - lvii. 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, relating to purchase and ownership of the said Apartment Unit.

5. Completion of Construction and Possession:

- i. The Completion Certificate has been issued by the Corporation and the Vendors has 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 Corporation, construction of the Building, the Common Areas and the said Apartment (including the quality and specifications thereof, the carpet area, 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 Buildings) and confirms that he has no claim of whatsoever nature against the Vendors on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors under any circumstances whatsoever.

PART-I OF THE FIRST SCHEDULE ABOVE REFERRED TO :

“TOTAL PROPERTY”

ALL THAT Land measuring more or less 27 (Twenty Seven) Cottah 2 (Two) Chatak 6 (Six) Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal's Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South), along with all easement and quasi easement rights, bordered RED in the MAP or PLAN annexed herewith and butted and bounded –

ON THE NORTH : Mondal's Temple Lane

ON THE SOUTH : 2B, Chetla Road, Natun Basti and Common Passages

ON THE EAST : Common Passages and 16H, Mondal's Temple Lane

ON THE WEST : Mondal's Temple Lane.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

PART-II OF THE FIRST SCHEDULE ABOVE REFERRED TO :

“SAID PROPERTY”

ALL THAT Land measuring more or less 25 (Twenty Five) Cottah 10 (Ten) Chatak 28 (Twenty Eight) Sq.ft TOGETHER WITH structure thereon at and being presently Premises No.16, Mondal’s Temple Lane, (also known as 16, Mondal Temple Lane) Kolkata-700053, P.S. New Alipore, under KMC ward No.81 being Assessee No.110810700026 District Registration Office at Alipore, District 24 Parganas (South), along with all easement and quasi easement rights, bordered RED in the MAP or PLAN annexed herewith and butted and bounded –

ON THE NORTH : Mondal’s Temple Lane

ON THE SOUTH : 2B, Chetla Road, Natun Basti and Common Passages

ON THE EAST : Common Passages and 16H, Mondal’s Temple Lane

ON THE WEST : Mondal’s Temple Lane.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART-I

“SAID FLAT”

ALL THAT the residential Flat No, on the Floor of the Building having Carpet area of square feet in the Building named “**GANGES CASTLE**” to be constructed at the said Property.

PART-II

EBVT AREA

ALL THAT Verandah, Balcony having Floor area Sq.ft.

Net area comes to SAID FLAT plus EBVT Area Sq.ft.

PART – III

CAR PARKING SPACE

ALL THAT the right to park car in :

- (i) Covered car parking space in the ground floor of the said Building; and/or
- (ii) open car parking space surrounding or adjacent to the said Building.;

THE THIRD SCHEDULE ABOVE REFERRED TO :

Common Portions

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift pits, chute and lift machine rooms.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well/municipality
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories
- j) Water Pump and motor and water pump room (if any).
- k) Lifts and lift machinery and other equipments
- l) Common toilets
- m) Room for Darwans (if any).

- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas
- o) Boundary walls and Main Gate
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) All other items as per prevailing Acts and Rules.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

IGBC NORMS TO BE FOLLOWED BY THE PURCHASER

- 1 **“No-smoking”** policy would be mandatory in common areas like corridors, lobby, lifts etc.
- 2 It will be mandatory for the flat owners /Purchaser/Tenants/ occupants to use the AC(BEE 5 Star rated- CFC Free) units.
- 3 If at all Occupants wishes to install AC unit in their apartment it shall be CFC free. They should consider using BEE 5 Star rated AC (or highest standard available) to reduce their energy bill.
- 4 Segregation of Waste should be done in each household (dry & wet waste should be segregated).
- 5 The waste bins should be maintained and waste should be disposed accordingly in wet and dry bins provided.
- 6 In case of harmful waste such as e-waste, Lamps, Batteries, metal tins and cans etc. should be handed over separately to the facility and maintenance staff.
- 7 Parking should be done at the allocated places. Preferred parking is provided for the physically challenged persons and for tenants having electric cars and vehicles.
- 8 All the present landscape/natural topography design and layout, Rainwater harvesting pits, should be maintained even after the building management has handed over the management rights to the society.
- 9 There will be no change permitted in façade/ or the Windows of the apartments.

- 10 All electro mechanic installation within the apartments are the property of the Maintenance/ operations company and the residents cannot tamper or disable the same.
- 11 In case of any breakage of any material/installations within the Apartment the maintenance company shall replace the same and the cost of replacement of the same would be recovered from the house owner.
- 12 Plumbing jobs shall be conducted either by a certified Plumber or the Building Maintenance department shall supervise the job to be undertaken. Same model of the fixture with the Flow rate as provided by the developer should be considered if any replacement is desired. Facility staff will make the model numbers and specs available for the same.
- 13 All interior works that are to be carried out at any time and by any methods, it should be ensured that the normal operation of activities of other occupants and the functioning Building Systems are maintained.
- 14 It should include factors such as restrictions, scaffoldings, security, security deposits, stop work, storage and supervision and working hours.
- 15 The Building Management had decided to out-source several of the crucial services to Facility Management companies. As part of the Protocol decided upon, the Facility management company shall ensure that the residences and the common Amenity areas are fogged regularly thus eliminating the existence of Pests/ Mosquitoes etc.
- 16 The Management of the building will have the Right to advise the residents on action to be taken for safety, which is binding on the apartment owner. If they fail to carry out, building will carry out the repairs at the expense of the occupant/Purchaser.
- 17 Once the Apartment is handed over to the owner for 'fit-out' purpose, it would be deemed to be handing over possession of the Apartment.
- 18 All Equipments viz. UPS, Computers, monitors, printer-cum-copiers machines, Refrigerators, Micro-ovens, Coffee makers etc. come in energy savings versions. Selection of the equipment will be done keeping in mind energy efficiency of each. All equipment's procured shall have BEE rated- 'Energy Star' labels (minimum 3 star rating) or equivalent energy efficiency. Occupants shall Consider LCD monitors in lieu of conventional CRT monitors.
- 19 The promoters have provided the battery charging stations for the electric cars. Also preference is given to the parking spaces containing electrical charging points. The residents are encouraged to use the above facilities to reduce environmental impacts of carbon based fuel.
- 20 The water fixtures used in the household like urinals, taps, showers etc. should be low flow fixtures in order to save water. The recommended product details can be obtained from the building management.
- 21 All the interior lighting fixtures, household appliances like Colour TV, Refrigerator etc. are recommended to be BEE rated "Energy Star" (minimum

3 star) labeled fixtures. The complete list of all energy efficient light fixtures produced by reputed manufactures is available with the building management. Few samples are attached with this document.

- 22 The occupants would be encouraged to use the materials, finishes and systems which maintain the quality of fresh air established by the building. The materials like paints, adhesives, sealants, composite wood used should contain Low VOC.
- 23 The permissible limits of the VOC content materials would be provided to each resident. These materials are easily available with all leading and reputed companies.
- 24 It is encouraged and recommended to use all locally available materials rather exotic materials. This would support the local economy.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

("Association")

1. The Purchaser shall, within 1 (one) month from receiving a request from the Vendors, become a member of the Association of all Apartment Owners in the Buildings to be formed at the initiative of the Vendors for the maintenance and management of the Common Areas, the Buildings and other areas at the Premises. Such Association may be an association, a society, a company or an entity as the Vendors may decide.
2. The Purchaser shall assist the Vendors in all respects in the initial process of formation of the Association and accept and sign the documents relating to the formation of the Association as prepared at the instance of the Vendors.
3. The Purchaser shall accept, without any objection of any nature whatsoever, the rules and regulations of the Maintenance Agency/ Association (**Rules**). The Rules 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.
4. The Buildings and the Premises shall be initially managed and maintained by the Vendors through the Maintenance Agency and thereafter by the Association upon handing over of maintenance by the Vendors/Maintenance Agency.
5. After handing over possession and execution and registration of conveyances of all the Apartments in the Buildings, the Vendors shall initiate steps for formation of the Association. Any association, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Vendors shall not be entitled to be recognized by the Vendors and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises and/or take over maintenance thereof. The maintenance of the Buildings shall be made over to the Association and upon such making over the Association shall be responsible for the maintenance of the Buildings and the Premises.
6. Notwithstanding anything contained elsewhere herein, the Purchaser hereby consents and confirm not to raise any objection regarding the employees such as watchmen, security staff, caretaker, liftmen, sweepers etc. for the

common purposes appointed by the Vendors/Maintenance Agency being 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 Vendors/ Maintenance Agency.

7. 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 Vendors and/or the Maintenance Agency or the Association, without any demur or delay.
8. The Purchaser shall:
 - 8.1 diligently observe, perform and comply with the Rules;
 - 8.2 co-operate with the Maintenance Agency and the Association and its other members in all its activities;
 - 8.3 contribute / pay all the costs and expenses of the Maintenance Agency/ Association, as may be levied upon the Purchaser by the Maintenance Agency/ Association, within the dates due therefor.
9. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to the Agreement or this Deed of Conveyance or otherwise shall be Proportionate.
10. The Maintenance Agency/ Association shall be entitled to revise and increase the Proportionate Contribution/Maintenance Charge from time to time and the Purchaser shall not be entitled to object thereto.
11. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules framed under the Act for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Purchaser also admits and accepts that apart from the above, the Maintenance Agency/ Association shall be entitled to withdraw withhold disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Apartment including water supply, electricity, user of lift etc., in case of default in timely payment of the Proportionate Contribution/Maintenance Charge, Electricity Charges, Corporation Taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days' notice in writing.
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.
13. 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 Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety

measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment 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. The Apartment 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 license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Vendors and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

("Management & Maintenance")

1. The Maintenance Agency shall initially manage and maintain the Premises, the Buildings and the Common Areas. Subsequently the same shall be transferred to the Association as mentioned above.
2. The Vendors shall be treated as an Apartment Owner in all matters related to the Maintenance Agency/Association in respect of the Apartments, which have not been transferred by the Vendor.
3. The Association shall be owned and controlled by the Apartment Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. It shall have such constitution/rules/ regulations /bye-laws as may be made by the Vendors at the initial stage and such constitution may provide for alteration of its constitution, arbitration of disputes between the Apartment Owners and regarding common user and certain important decisions to be taken by more than three-fourths of the Apartment Owners.
4. All payments for common purposes, taxes, mutation charges and all other outgoings shall be made to and kept with the Maintenance Agency/ Association.
5. The Apartment Owners may change, alter, add to 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 by their respective owners or for the mutual benefit of the Apartment Owners provided the same are not contrary to this Deed.
6. The Maintenance Agency/ Association shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations of first class

standard and for unforeseen eventualities. The Maintenance Charges payable by the Purchaser with effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, shall be payable on a monthly basis.

7. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
8. The Association shall pay all rates, taxes and outgoings, including for insurance (**Outgoings**) for the Buildings and the Premises, which are not separately charged or assessed or levied on the Apartment Owners. Proportionate amounts shall be contributed by all Apartment Owners, including the Purchaser.
9. If the Maintenance Agency/ Association has to make any payments, including Outgoings due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Maintenance Agency/ Association.

10. The Purchaser shall make all payments, called upon to pay by the Maintenance Agency/ Association from the Purchaser, within 7 (seven) days of the due date or of receiving demand in writing for the same.
11. All rights and obligations of the Association shall be the rights and obligations of the Maintenance Agency /Vendors until the Association is formed and starts functioning effectively.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

("Common Expenses")

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :

("Mutation, taxes and impositions")

1. The Purchaser shall after the Date of Possession and within 1 (one) month thereof apply for mutation, separation and/or apportionment of the said Apartment Unit in his own name and shall take all necessary steps and complete, at the Purchaser's own costs, the mutation of the said Apartment Unit in the Purchaser's name within 5 (five) months thereafter

without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall at the request of the Purchaser co-operate with the Purchaser in this regard and shall sign 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 thereof 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 18 per cent per annum with quarterly rests.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.
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 taxes or 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 would accrue with effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier.
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.

THE NINTH SCHEDULE ABOVE REFERRED TO :

("Easements & Restrictions")

The Purchaser and/or the other owners of the other Apartment Units in the Premises from time to time including 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 their respective Apartments over the common paths, passages, lobbies and lifts mentioned in **THIRD SCHEDULE**.

2. The right of passage of wires, cables, pipes and 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 Premises including all the Apartments 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 Apartments in the Buildings or necessary for the exclusive use or enjoyment thereof by the Apartment Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E**.
5. The right of the Vendor/Association/Maintenance Agency/Apartment Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be required in emergent circumstances.
6. The Purchaser shall not:
 - 6.1 make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Buildings and/or any internal addition, alteration and/or modification in or about the said Apartment save in accordance with the Building Regulations and the Rules of the Maintenance Agency/Association and without affecting the structural stability in any manner and only after obtaining necessary permissions for the same;
 - 6.2 claim any right of preemption or otherwise regarding any of the other Apartment Units or any portion of the Buildings and/or the Premises;
 - 6.3 make any claim of any nature whatsoever with regard to the Premises besides the said Apartment Unit sold and transferred hereby and the common enjoyment of the Common Areas; and/or
 - 6.4 make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Premises not affecting the rights hereby granted to the Purchaser nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

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

Executed and Delivered by the Vendor
at Kolkata in the presence of:

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

Prepared by :

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

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs.
 _____/- (Rupees
 being the agreed total consideration money payable to the Vendor.

WITNESSES :
 only)

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DATED THIS DAY OF 2018
 =====

BETWEEN

Ideal Real Estates Private Limited
H VENDOR

AND

... PURCHASER

CONVEYANCE

Apartment Unit No. __ Block “__”

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