

DEED OF CONVEYANCE

Police Station – Liluah, District – Howrah

THIS DEED OF CONVEYANCE is made on this day of , (Two
Thousand) A.D.BETWEEN N.B. HIGHRISE PVT. LTD. (PAN-
AADCN8839N) (CIN U70109 WB2011PTC167952), a Company registered under
the Indian Companies Act, 1956 having its registered office at 2, Netaji Subhas
Road P.O. and P.S. Liluah, District Howrah-711204 and formerly at 10/19, Guha
Road, Post office- Ghusuri, P.S. Bally(old), new Belur, District- Howrah- 711107

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being represented by one of its **Director** **SMT. SWATI GOYAL** (PAN-AGFPA9295E) wife of Sri Lalit Kumar Goyal, **SRI.SAYAN BISWAS** (PAN-BSEP8387C) son of Sri Samar Biswas, hereinafter referred to and called as the **“OWNER/VENDOR/ DEVELOPER”** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors - in-office, legal representatives and assigns) of the **ONE PART.**

AND

1) **MR./MRS.** _____ (PAN No. _____) _____, by occupation _____, and 2) **MR./MRS.** _____ (PAN No. _____), by occupation _____, both are by faith _____, by Nationality Indian, both are presently residing at-

_____, hereinafter jointly referred to and called as the **“VENDEES/PURCHASERS”** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean included their respective heirs, executors, successors, administrators, legal representatives and assign) of the **OTHER PART.**

WHEREAS Originally one Bhagwandass Kalla and his co- shares of 29, Clive Street (now 34, Netaji Subhas Road) in the Town of Kolkata obtained Mourashi mokorari settlement right of the messuages tenements lands hereditaments and premises fully described in part I, II & III of the Schedule “A” Property written in the Purchased Deed of said M/s. Shanti Nagar Housing Society Private Limited duly executed by the one M/S. MANIKANT PRIVATE LIMITED measuring 5.87 acres comprised in various Dags and Khatian within Mouza Liluah, J.L. No.12, District Howrah, which hereinafter referred to as “said properties” which Bhagwandass Kalla and his co- shares obtained the same by virtue of several patta dated the 13th day of April ,1921 (registered on the 4th day of May, 1921 in the office of the Sub Registrar of Howrah Book No. I, Volume No. 13 at Pages 248 to 251, being No.1193 for the year 1921) and the 21st day of June, 1921 (Registrar in the office of the Sub Registrar Howrah in Book No. I, volume No. 16 at Pages 270 to 273 , Being no. 1626 for the year 1921) and the 15th day of January, 1927

(Registered on the 19th day January , 1927 in the office of the Sub- Registrar at Howrah in Book No. I, Volume No, 6, at Pages 143 to 146 Being No.143 for the year 1927).

AND WHEREAS said Bhagwandass Kalla and his son by virtue of two Deeds of Conveyance dated 13th day of August, 1935 acquired the share of other co- shares in the aforesaid property and thus Bhagwandass Kalla and his son become the absolute owners and occupiers of the “said properties” comprised in various Dags and Khatians within Mouza Liluah , J.L No. 12, District Howrah, which is more fully and better described in the said Purchased Deed of M/S Shanti Nagar Housing Society Ltd. Pvt. It be mentioned here that share of Bhagwandass Kalla therein being 3/4th and share of Gobordhandass Kalla and Bulakidass Kalla was 1/8th each.

AND WHEREAS by virtue of an agreement dated 14th day of February, 1947 followed by Deed of sale dated 31st day October, 1950 the said Bhagwandass Kalla and his co- shares delivered possession of the “Said Properties” to said M/s. Kalla Properties and Industrial Corporation Limited.

AND WHEREAS the said purchaser viz. M/s. Kalla Properties and Industrial Corporation Limited after such purchase made and completed the construction of a cinema house with all around boundary wall standing on a portion of the “said properties” under the name “Sramik Cinema” thereafter it called “Liluah Cinema” now not in existence.

AND WHEREAS said M/s. Kalla Properties and Industrial Corporation Limited mortgaged “said Purchased Properties” including the said cinema hall to the Mortgagees Sri Jagannath Roy and Balaram Roy of then 53 B, Shova Bazar Street, Calcutta.

AND WHEREAS in order to enforce the said mortgage said Mortgagees viz. Jagannath Roy and Balaram Roy instituted a suit being No.4606 of 1952 before the

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Hon'ble High Court at Calcutta in ordinary original Civil Jurisdiction against the said M/S.Kalla Properties and Industrial Corporation Limited.

AND WHEREAS the said suit of the plaintiffs' decreed on 11.06.1956 and plaintiffs put the decree into execution and the entire property viz.5.87 Acre were put into auction sale in pursuance to the terms of settlement referred to in the said decree dated 11.06.1956 to the effect that in default of payment mentioned in the said terms of settlement the plaintiffs would be at liberty to put up the mortgaged properties to sell being premises comprised in the said mortgage by the registrar of Hon'ble High court at Calcutta without obtaining any further order of the Court.

AND WHEREAS "said properties"of M/S. Kalla properties and Industrial Corporation Ltd. were sold by the Registrar of the Hon'ble High Court at Calcutta on 13th day of August, 1966 and one "The Bengal Properties limited" were declared as the highest Bidder and Purchaser of the "Said Properties" and Mr. Samiran Sen Ld. Registrar of Hon'ble court Calcutta was pleased to issue a sale certificate on 22nd day of August, 1966.

AND WHEREAS as the auction Purchaser wanted the said auction purchase to be completed in the name of their nominees resulting further proceeding in the Court.

AND WHEREAS after various other proceeding in the said suit and execution proceedings an order was made on the 24th day of June, 1969 by his lordship Hon'ble Mr. Justice A.N. Sen confirming the sale of the said bidder "The Bengal Properties Private Limited" and giving away liberty to give name of its nominee/s.

AND WHEREAS on 28th day September, 1970 The Bengal Properties Private Limited appointed one M/S. MANIKANT PRIVATE LIMITED having it's then registered office at 15, Mathew Road, Bombay now Mumbai 400004, having its Calcutta Branch Office at 39, Bentinck Street, Calcutta -1 , as its nominee to complete the purchase and the name of said nominee was duly substituted for that of

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the person namely The Bengal properties Private Limited certified to be the Purchaser.

AND WHEREAS M/S. MANIKANT PRIVATE LIMITED through its solicitor Sri P. Mullick duly deposited the balance of consideration money amounting to 1,04,901.44 only vide Challan No.471 dated 18th day January, 1971 on the 20th day of January, 1971 with the Reserve Bank of India under decree dated the 11th June, 1956 and orders dated 24th day of June, 1969, 21st day of September, 1970 and 5th day of October, 1970 and Rs. 7,25,124/- only vide Challan No. 470 dated 18th day of January, 1971 on the 20th day of January, 1971 with the Reserve Bank of India under decree dated 11th day of June, 1956 and orders dated 24th day of June, 1969, 21st day September, 1970 and 5th day of October, 1970.

AND WHEREAS M/S. MANIKANT PRIVATE LIMITED obtained delivery of khas possession of the aforesaid properties comprised in Holding No. 2 and 2/1 Ghosala Road (at present Netaji Subhas Road), Liluah, Howrah including said Cinema house formerly known as Sramik Cinema, Liluah and other building including land belonging thereto from the official Liquidator High Court, Calcutta as Liquidation of M/S. Kalla Properties and Industrial Corporation Limited (then under liquidation) and as liquidator of Sree Latiyal Agricultural and Industrial Pvt. Limited (then under liquidation) on 15th day December, 1970.

AND WHEREAS M/S. Manikant Private Limited having purchased the aforesaid properties and having obtained delivery of khas possession thereof through Court as mentioned aforesaid duly got mutated its name in the then Assessment Role of Bally Municipality and in the J.L.R.O Office and since then has been in exclusive and khas possession thereof as absolute owner exercising all sorts of acts of possession.

AND WHEREAS said M/S Manikant Private Limited carved out various plot of land of different measurement as per requirement of the prospective buyers and also marked with its plot numbers.

AND WHEREAS said M/S. Manikant Private Limited sold to Shanti Nagar Housing Society Private Limited land measuring 10 Bigha 7 Cottah 10 Chittak and 23 Sq. Ft. of land marked with "A-1", "A-2" and "D" together with 19 Cottah 09 Chittak 07 Sq Ft. of land to be used as common passage having 16 Ft. wide and 1 Cottah 14 Chittak 4 Sq. Ft. of land being drain Area . The common passage area (19 Cottah 09 Chittak 07 Sq. Ft.) is shown in colour "yellow" therein and area measuring 1 Cottah 14 Chittak 4 Sq Ft. of land as said above is marked with "D" in the purchased Deed plan of M/s. Shanti Nagar Housing Society Private Limited. The Property sold to M/S. Shanti Nagar Housing Society Private Limited is registered with the office of registrar of Assurances Calcutta for the year 1975. The part/Portion of aforesaid common passage which has been shown in colour "Yellow" in the Deed Plan of M/S. Shanti Nagar Housing Society Pvt. Ltd. is situated contiguous southern portion of the First Schedule property herein.

AND WHEREAS it has been agreed by and between the said Vendor viz. Manikant Private Limited and the said Purchaser viz. M/S. Shanti Nagar Housing Society Private Limited that the strip of land measuring about 19 Cottah 09 Chittak 07 Sq Ft. shown in the Map or Plan annexed thereto in "Yellow" colour shall be used as common passage by the Purchasers and the owner/or occupier of the other plots marked as "E", "F" and "G" shown in the Plan annexed thereto and the said plot of land marked "E" contains a Jain Temple as such the visitors and worshipers coming to the said Jain Temple shall have the access to the said Temple through the said common passage. The said M/S. Manikant Private Limited granted the right to passage over and above the said common passage to the Owner/Vendor/ Developer herein viz. M/S. N.B. Highrise Pvt. Ltd. including its men and agent with their vehicle and materials and the purchasers shall use the said common passage for its free and unobstructed egress and ingress including the right to make underground

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overhead telephone, electric connection (by lying underground cable connection) and water connection without objection and interruption of anybody else.

AND WHEREAS it is pertinent to mention that the said Vendor viz. Manikant Private Limited and M/S. N.B. Highrise Pvt. Ltd. as referred above were covenanted that the common passage shown in the Plan annexed to their Purchased Deed and the same has been colored “Yellow” would not be used for ingress in and egress out of the only Cinema Audience only, as the Cinema hall is no more in existence so the said M/S. N. B Highrise Pvt. Ltd. and its men, agents and nominees shall use the said common passage for their free and unobstructed egress and ingress with men and materials without objection and interruption of any nature whatsoever by M/S. Shanti Nagar Housing Society Private Limited as referred above or their men, agents and nominees and/or the association of the owner of M/S. Shanti Nagar Housing Society Private Limited in any manner whatsoever.

AND WHEREAS after such conveying the aforesaid lands to M/S. Shanti Nagar Housing Society Private Limited and others as referred above the said M/S. Manikant Private Limited was still retaining a define and demarcated area measuring more or less 30 Cottah out of which over 28 Cottah the said Sramik Cinema Hall was situated marked as letter “F” and bordered with colour “Blue” in the annexed Purchased Deed Plan of M/S. Shanti Nagar Housing Private Limited and the said M/S. Manikant Private Limited had also mutated its name in respect of the 28 Cottah of land before the B.L. & L.R.O. Bally Jagacha under a separate L.R. Khatian No. 6748, L.R. Dag No. 1994, Mouza and P.S. Liluah, J.L. No. 12, District Howrah wherein only 42.50 Decimal of land were recorded in its name. The aforesaid property of M/S. Manikant Private Limited had also been recorded in the Assessment Register of bally Municipality as Holding No. 2, Netaji Subhas Road, P.O. & P.S. Liluah, District Howrah, Ward No. 22 (old) wherein the land measuring 30 Cottah 07 Chittak 01 Sq. Ft. were shown.

AND WHEREAS said Manikant Private Limited for its bonafide reason had surrendered the license for running Cinema Hall before the competent authority and made entirety of the property comprised in Holding No. 2, Netaji Subhas Road, Liluah, Howrah free from all encumbrances, attachments and charged being the land having free, unobstructed, good and marketable title.

AND WHEREAS due to requirement of money said Owner namely M/S. Manikant Private Limited sold out the First Schedule mentioned property herein in favour of the present Owner/Vendor/Developer and the sale Deed was duly registered with the office of the District Sub - Registrar at Howrah and recorded in Book No. I, C.D. Volume No. 6, Page from 5153 to 5189, Being No.01856 for the year 2014.

AND WHEREAS the present Owner/Vendor by virtue of said sale Deed became the absolute owner and occupier of ALL THAT piece and parcel of land measuring an area of 28 Cottah together with structures standing thereon lying and situated at Mouza- Liluah, J.L. No. 12, comprised in part of L.R. Dag No. 1994, L.R. Khatian No. 6748, being Holding No. 2, Netaji Subhas Road, Ward No. 22 (old), Post Office Liluah, Police Station Liluah, District Howrah within the ambit of Bally Municipality Now H.M.C. ward No. 65, together with all the messuages, tenements, hereditaments, premises and other thereof together with a right of common passage thereof at and upon the same and enjoying the right , title and interest of the same without any interference and disturbance of any manner whatsoever from any corner whatsoever free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debits, dues, acquisitions and requisition whatsoever. The property is more fully and particularly mentioned, described, enumerated, provided and given and the present owner/Vendor has also mutated its name before B.L & L.R.O. Bally- Jagacha under a separate L.R. Khatian No. 7513, L.R. Dag No. 1994 Mouza and P.S. Liluah, District Howrah land measuring 01 Bigha 08 Cottah and also before then Bally Municipality and paying regular taxes

and Khazanas to the concerned department and enjoying over the same without objection and interruption any nature whatsoever.

AND WHEREAS with a view to construct new multi storied building over said purchased land the Owner/Vendor prepared a building Plan and submitted to the then Bally Municipality and ultimately got the Plan sanctioned from the authority of H.M.C. Vide BRC No. 129/15-16

AND WHEREAS the Owner/Vendor herein has completed the building upon the said property consisting of flat/garage/commercial room/space, Open terrace, etc. which is described in the “**SECOND SCHEDULE**” herein below and desired to dispose off and sell out the said flat/garage/car parking/shop room/other commercial space, open terrace etc. to the different intending Purchaser/Purchasers who are interested to acquire such unit.

AND WHEREAS as per their Agreement _____, the Purchasers herein in order to have a residential Flat admeasuring _____ **Sq. Ft.** including super built up area being Flat No. No. _____, **Block-** _____, on the _____ **floor**, _____ facing, have approached to the Owner/Vendor to cut out the same together with undivided proportionate, variable, impartible share in the land underneath the said Flat is situated and same is described in the “**THIRD SCHEDULE**” written hereunder for a total consideration amount **Rs.** _____ **/(Rupees** _____) only for the said Residential Flat and the Purchasers have already paid entire consideration amount, as fully shown in memo of consideration herein and upon such payment being received and possession been delivered, the parties herein agreed to have a proper Deed of Conveyance hence this indenture exist.

NOW THIS INDENTURE WITNESSETH as follows :-

That in pursuance of the said Agreement and in consideration of the sum of **Rs.**
/(Rupees)
only as total consideration money for the said Residential Flat together with undivided proportionate variable impartible share or interest in the land corresponding to the said Residential Flat paid by the Purchasers, to Owner/Vendor the receipt whereof the Owner/Vendor doth hereby admit acknowledge and of and from the same and every part thereof release and discharge the Purchasers and the property hereby intended to be transferred, assigned and assured unto the Purchasers in the manner aforesaid and the Owner/Vendor doth hereby grant, convey, transfer, assured and assigned unto the Purchasers firstly ALL THAT the impartible undivided proportionate share or interest of/in the freehold interest held by the Owner/Vendor in the land appertaining to the Premises No. 2, Netaji Subhas Road, Ward No. 22 (old), Post Office Liluah, Police Station Liluah, District -Howrah (more fully and particularly described in the FIRST SCHEDULE hereunder written) and SECONDLY ALL THAT a Residential **Flat being No.** the on **Floor**, Block -“ ”, measuring about **Sq. ft.** be the same a little more or less including super built up area having tiles flooring, of the complex known as “**N.B. RAILVIEW**” as fully described in the “**THIRD SCHEDULE**” hereunder written situated at then Bally Municipality now H.M.C. Premises No. 2, Netaji Subhas Road, then Bally Municipal Ward No. 22 thereafter 32 and now H.M.C. Ward No. 65 and also appertaining to part of L.R. Dag No. 1994, L.R. Khatian No. 7513, Mouza- Liluah, J.L No. 12, District Howrah, within the jurisdiction of the office of the District and Additional District Sub-Registrar, Howrah and more fully described in the “FIRST SCHEDULE” hereunder written and hereinafter called the SAID RESIDENTIAL FLAT TOGETHER WITH all fittings and fixtures and appurtenances thereto having covenanted that the Purchasers to be observed and performed for the benefit and protection of the said building and binding upon the Purchasers or the person deriving title of the said Residential Flat as covenant running with land TO HAVE AND TO HOLD THE said Residential Flat hereby sold, granted, transferred and conveyed or expressed or intended so to be every part thereof unto the Purchasers absolutely and forever subject

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however to the saving exception and reservations herein contained and observance and performance of the covenant, conditions and agreements contained herein and also subject to the payment inter-alia of the service charges or any other sum as may be fixed by the Association or Owner/Vendor herein as the case may be as appearing in "SIXTH SCHEDULE" herein or written.

THE OWNER/VENDOR DO HEREBY COVENANT WITH THE PURCHASERS as follows:-

a) That notwithstanding any act, deed, matter or thing whatsoever herein before done committed or knowingly suffered by the Owner/Vendor for the contrary the Owner/Vendor has good right full power and absolute authority to sell, grant, transfer and convey the said Residential Flat and every part thereof unto and to the use of the Purchasers in the manner as aforesaid.

b) That the Purchasers and their successor-in-interest shall and may at all time hereafter peaceably and quietly enter into hold possess occupy and enjoy the said Residential Flat and every part thereof and receive the rents issues and profits thereof without lawful eviction, interruptions, disturbances claims or demands whatsoever from or by the Owner/Vendor or any person or persons claiming from under or in trusts for them.

c) That the Owner/Vendor and all persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said Residential Flat or any part thereof from under or in trust for the Owner/Vendor shall and will from time to time and at all times hereafter upon every personable request and at the cost of the Purchasers do and execute or cause to be done and executed all such acts, deeds, matters, things and assurances whatsoever for perfectly assuring the said Residential Flat and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

d) That taxes and rates or any other cess relating to the said property and other Urban Taxes including land revenue has not yet been determined by the appropriate authorities including present Howrah Municipal Corporation up to the date of these presents and any such amount when determined shall be paid by the Purchasers and

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other unit holders and the same would pay to the Owner/Vendor/Association/Society so formed from his/her/their respective date or taking possession of her/their respective flats, Car Parking space and other commercial space.

e) That the Owner/Vendor have no objection whatsoever if the Purchasers shall become member of any society/association to be formed by the Owners for the purpose of safe guarding and maintaining all matters of common interest like repairs, white washing or colour of common areas in use by all the Co-owners of units in the said building including the lift etc. and for all other common amenities.

AND THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNER/VENDOR as follows:-

a) That all the dues on account of proportionate Corporation tax and water tax if any, shall be paid by the Purchasers whenever demanded by the Owner/Vendor/H.M.C Bally office/Association of Owners.

b) That the Purchasers will not open any additional outlet door or window or affix any other apparatus outside any portion of the said building or close any existing door or window which will change the general outlook of the said building.

c) That the Purchasers will keep the Residential Flat and it's concerned partition walls, sewers, drains, pipes and other fittings fixtures and appurtenances thereto belonging in good conditions at their own costs and in particular so as to support the structures and protect the other parts of the said building and also the right and interest of the Owner/Vendor in respect of the other portions of the said building.

d) That the Purchasers will not do or suffer to be done anything into or to the said unit or to the common portion of the said building which may be contrary to or against the rules regulations and conditions or bye laws of the H.M.C. or any other authority and shall abide by the laws and be responsible for any breach or misconduct thereof.

e) That the Purchasers will not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor will at any time make or cause to be made any new construction of whatsoever nature in or on the said Residential Flat of the building or any part thereof nor will make any addition or

alteration in or to the said Residential Flat or change the outside colour scheme or elevation of the said building and the window projection and other portions of the said building.

f) That the Purchasers shall not make or permit to be made any structural additions alteration or modifications of a permanent nature which will damage the outer wall or cause any obstruction or hindrance or interference in the free ingress or egress into or from the said premises for the Owner/Vendor and other unit holders/owners.

g) That the Purchasers shall not throw any rubbish or dirt or accumulate the same on the common spaces/portions of the building and shall also not keep any footwear racks on the common spaces/portions of the building.

h) That the proportionate right of the Purchasers in the land at the said premises including right in common portions and common facilities are impartible except roof right which he has not purchased. The other area of roof of the building which is not the subject matter of this indenture and parapet wall shall be absolute property of the Owner/Vendor hereby give license to the Purchasers only to go to the roof for repairing plumbing, installations of antenna, repairing of water reservoir while using said residential flat. The Owner/Vendor has exclusive right to install telephone tower or towers over and above the roof of the building or shall raise further construction over the same against which the Purchasers shall neither claim any right over the same nor raise objection of any nature whatsoever.

i) In case of further construction being made over and above top roof of the building the undivided proportionate indivisible impartible variable share in the land shall stand varied and reduced and the Purchasers do hereby accept such variation which may take place in such event. The Purchasers also agreed not to raise any disputes or claim abatement in the consideration price in case the proportionate undivided share in the said land is reduced by reason of construction of future structures/additional stories made by the Vendor and the Purchasers are entering into this sale with full knowledge and understanding that such proportionate right in the

said land are liable to vary and become less and reduce proportionately in the event further additional construction are made.

j) The Vendor shall be entitled to get the building plans revised and/or modified from time to time without any objection from the Purchasers and without any consent from the Purchasers and although not required, the Purchasers doth here by accord their consent in this behalf. That the Purchasers have accepted and fully acknowledged that the top roof of the building shall not be construed within the meaning and scope of super built up area.

k) That all open spaces at ground floor will be the exclusive property of the Owner/ Vendor who from time to time may construct any such construction or constructions over the same for which the Purchasers shall have no right to raise any objection over the same.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR AND THE PURCHASERS as follows:-

a) The undivided proportionate share in the land comprised in the said premises herein sold, transferred, conveyed, granted and assured unto and in favour of the Purchasers shall always remain impartible.

b) The Purchasers shall sign and execute all papers, documents and applications for the purposes of formation of the Association or Society and in the event of any executing such applications papers and documents including the bye-laws, rules and regulations then in that event the Vendor as a constituted attorney of the Purchasers shall sign and execute such applications papers and documents and this Power of Attorney empowered by the Purchasers in favour of the Vendor shall remain irrevocable and shall cease to have any effect immediately upon the incorporation and in formation of the said Society or Association of owners in the said building.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Premises/Land)

ALL THAT the piece and parcel of Bastu Land measuring more or less an area of about 28 Cottah together with structure standing thereon with all and every right of user, drainage, electricity, water, tap, telephone, gas etc. over and above the attached common passage contiguous Southern side (created by the Vendor herein) and Eastern side of the property under sale together with other easements and amenities attached with the property all comprised within then Bally Municipality now H.M.C. Holding No. 2, Netaji Subhas Road , Post office Liluah, Police Station Liluah, District Howrah, then Bally Municipal Ward No. 22 thereafter 32 and now H.M.C. Ward No. 65 and also appertaining to part of L.R. Dag No. 1994, L.R. Khatian No. 7513, Mouza Liluah, J.L No. 12, District Howrah, which is also within the jurisdiction of District Sub- Registrar and Additional District Sub- Registrar, Howrah and the same is butted and bounded as under:-

On the North	:	Property of Dr. Gangadhar Banerjee & others.
On the South	:	Common passages created by the M/S. Manikant Pvt. Ltd. leading from the Eastern side Netaji Subhas Road which meets with Chack Para Road to Liluah Station.
On the East	:	Netaji Subhas Road.
On the West	:	Building of Shanti Nagar Housing Society Pvt. Ltd.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Building)

ALL THAT residential Cum Commercial building **Block-** known as “**N.B. Rail View**”, comprised of self contained residential flats/garage space, shop room and other commercial space constructed on the portion of the land particularly described in the “**FIRST SCHEDULE**” herein above written.

through or over the said building and so far as may be reasonably necessary for the beneficial use and enjoyment of the said Residential Flat or common areas of the said building.

c) The right of protection of other parts of the building by the Purchasers of the Residential Flat as it is necessary to protect the same.

d) The right of the Purchasers with or without workmen and necessary material to enter into from time to time upon the other parts of the said building for the purpose of repairing such pipes, drains, wires and conduits and aforesaid and/or for the purpose of repairing and repainting or cleaning any parts of the said Residential Flat in so far as such repairing or cleaning cannot be reasonably carried out without such entry provided always that save in case of emergency the Purchasers shall be given forty eight hours notice in writing of the intention for such entry as aforesaid.

e) The Purchasers shall be entitled to all rights, privileges, easement, quasi-easement and appurtenances whatsoever belonging to or in any way appertaining to the said unit/said Residential Flat except ultimate roof of the building and open space at ground floor kept by the vendor for his use and occupation or it has not been expressly granted to the purchaser/s.

f) The right of access in common with the Owner and the Purchaser and/or Purchasers of other residential flat owners, at all times for all normal and reasonable purpose connected with the passages or corridor as may required for the ingress and egress to and from the said residential flat.

g) The right of way in common as aforesaid at all times for all purpose connected with the reasonable use and enjoyment of the said Residential Flat along with the passage and/or path way comprised in the said building, provided it permit the Purchasers or servants, agents, employees and guest of the Purchasers without any obstruction and/or blocking with the materials, rubbish on the common passage of the said building.

h) The right to protect the said Residential Flat to or from other parts of the said building so far as he now protect the same. The Purchasers shall use sufficient deep tube water in their residential Flat (as it has been provided by the Vendor herein) upon payment of maintenance charges duly levied by the Vendor or the Owners'

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Association as the case may be and in case of non-payment of aforesaid maintenance charges the necessary and/or emergency supply of water etc, shall be disconnected and the Vendor/ Association of Owners may take any other step or steps as they deem fit and proper for realization of the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Super built-up and common area of the said Building)

- 1) Staircases and landings and staircase room.
- 2) Lift, lift well and lift installation machine.
- 3) Installation of common services such as water, sewerage system and other common services as available in the building etc.
- 4) Common passage and lobbies lying and attached with the said building.
- 5) Water pump, pump room, water treatment plant and other plumbing installations of the building.
- 6) Electric wiring, electric meter and meter room in the said building.
- 7) Drainage, sewers and evaluation pipes and septic tank in the said building.
- 8) Overhead water tank of the said building.
- 9) Such other equipments for security purpose, other common areas/ facilities, installations, fixtures, fittings of the said building as it is available and to be used by Flat owners only.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Expenses and Charges)

Following costs, expenses and outgoings and obligations for which all the owners are to be contributed proportionately according to his/her/their respective allotted portions or as per rules framed by the Vendor/Owners/ Association.

- 1) All costs of maintenance, repairing, white washing, painting, decorating, rebuilding re-construction and lighting the common parts including staircases, lift,

path, passage and other common facilities/amenities for the said building and/or complex.

2) The salaries, remuneration and other expenses of all persons employed for the common purpose of the said building including the care-taker, plumber, electrician, sweeper and other.

3) All charges and expenses for supplies of common facilities and utilities like common lights, security system, lifting of water etc.

4) The expenses particularly for drainage, rain water discharge arrangement, water supply system and for supply of electricity to all common areas mentioned in the Fourth and Fifth Schedule hereto.

5) Insurance premium for insuring the said building against earth-quake, fire, lightening, violence, damage etc.

6) Expenses and deposits for supply of common facilities and amenities to the Co-owners including common electricity, water supply etc.

7) Expenses for Corporation taxes and other taxes, rates impositions and levies and all other outgoings in respect of said flat.

8) Costs and charges of establishment for maintenance of the said building and for watch and ward staff and for other security purpose installed in the building.

9) Costs and expenses of maintaining the water pump, water reservoir water tank and septic tank of the said building and such other expenses as necessary or incidental for maintaining and up keeping of the said Residential Flat and as well as said building and its common areas, facilities and amenities.

10) All litigation expenses incurred for the common purpose of the said building.

11) All other expenses and outgoings are deemed to be determined by the Owner and/or Owners Association upon its formation to be necessary or incidental for the common purpose and for the protecting of interest and right of the Purchasers.

12) All expenses referred to above which have direct nexus with the Purchaser or Purchasers herein relating to his/her/their use and enjoyment shall be proportionately borne by the Purchaser and/or Purchasers on and from the date of taking possession of his/her/their respective allotted areas and the Purchasers shall

also pay for the other common expenses time to time when warranted though the same have not been specifically mentioned herein and the said payments and/or deposit shall be made within 7th (Seventh) day of month for which the same be due, in case of monthly payments and otherwise, within 8(Eight) day of the Developer's demand.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Restrictions)

- a) Not to use the said Residential Flat or any portion thereof for any illegal or immoral purpose.
- b) Not to carry on or permit to be carried on or upon the said Residential Flat or any part thereof, any offensive or unlawful business and also not to use to the said Unit for no other purposes (such as Guest House, Boarding & Loading House, Hotel, Nursing Home, Meeting Place, club, Eating catering Center, Hobby Center or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Developer first had and obtained.
- c) Not to demolish or cause to be demolished or damaged the said Residential Flat or any part thereof.
- d) Not to claim division or partition of the said land comprised in the said property and the Purchasers hereby agreed that the undivided interest of the Purchasers in the land shall always be impartibly.
- e) Not to allow the storage of any goods, articles or things in the staircases, lobbies or other common parts or areas of the said building or any portion thereof.
- f) Not to park motor car unless it is expressly granted and mentioned in the THIRD SCHEDULE hereunder written, the Purchasers shall not park or allow or permit to be parked by their employees, agents, visitors, guests, customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the building).
- g) Not to block or permit the blocking common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the premises free from

obstructions or encroachments, and in a clean and orderly manner and not store or allow anyone to store any goods article or things in the staircase, lobby, landing pathways, passages or in any other common areas of the premises.

h) Not to claim any absolute right over and in respect of any open and/or common space of the said building.

i) Not to claim any right in respect of the other parts of the said building save and except the right to use the common areas and facilities as may be necessary for the ingress and egress of men and materials to and from the said Residential Flat and open terrace.

j) Not to put any article including name plate and letter box save at the place approved or provided by the Developer.

MEMO OF CONSIDERATION

<u>Date</u>	<u>Mode of Payment</u>	<u>BANK</u>	<u>Amount (Rs.)</u>
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Total Rs.

(Rupees

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WITNESSES:-

1.

**Signatures of the Owner/
Vendor**

2.

IN WITNESSES WHEREOF the Parties hereto set and subscribed their respective hands, signature and seal on the day, month and year first above written.

Signed, Sealed and Delivered

in presence of :-

WITNESSES:-

1)

Signature of the Owner/Vendor

2)

Signature of the Purchasers/Vendee

*Drafted by me and prepared
in my Sheristha.*

Advocate

Enrollment No. WB/268/1995

Mob. No. 9830353569

Typed and printed by me: