

1. **Date:**_____

1. **Nature of document:** Deed of Sale.

2. **Parties:**

3.1 **NOBLE TREXIM PVT. LTD. (CIN: U70109WB2000PTC092497), (PAN: AABCN5560A) (2) M/S SWASTICK GRIH NIRMAN PVT. LTD. (CIN:U45201WB2005PTC101247), (PAN:AAICS8621A)** both the companies incorporated under the Companies Act, 1956, having their registered office at, 33A, Chandranath Chatterjee Street, P.O. and P. S. Bhowanipore, Kolkata -700025, represented by their Authorisd Signatory Mr. Rakesh Kumar Shyamsukha (AadharNo.271380705774), (3) **SURENDRA KUMAR KARNANI (HUF), (PAN: AAJHS9672K)** represented by its Karta Mr. Surendra Kumar Karnani (**PAN: AJYPK1604M**), of 70 P.C. Ghosh Road, P.O. Shree Bhumi, P.S. Lake Town Kolkata – 700 048, hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest, and permitted assigns) of the **FIRST PART**;

3.2 **NOBLE TREXIM PVT. LTD. (CIN: U70109WB2000PTC092497)**, a Company incorporated under the Companies Act, 1956, having its registered office at, 33A, Chandranath Chatterjee Street, P.O. and P. S. Bhowanipore, Kolkata-700025, (PAN:AABCN5560A), hereinafter referred to as the "**Promoter/Vendor** " represented by its Authorised Signatory Mr. Rakesh Kumar Shyamsukha, (AadharNo.271380705774), of the **SECOND PART**;

3.3 **Mr.** _____(PAN:_____) son of Mr. _____, by occupation _____, Service, faith Hindu, Citizen of India, residing at _____, P.O. _____, P. S. _____, Kolkata – 700 0____, hereinafter referred to as the "**Allottee**" of the **THIRD PART**.

3.4 The terms Owners, Promoter/Vendor and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.

3.5 The term **Owners and Promoter/Vendor** shall mean the Transferors.

4. Background:

- 4.1 Whereas the **Owners** herein are the owners of all that the piece and parcel of land measuring 19 Cottahs, 7 Chittaks 42 sq. ft. be a little more or less being Municipal Premises No. 173, Motilal Gupta Road, Police Station Haridevpur, Kolkata – 700 008, Ward No. 122 of Kolkata Municipal Corporation, more fully and particularly mentioned in **Schedule-A**, hereinafter referred to as the “**said premises**” and the chain of title, Ownership detail more fully and particularly mentioned in **Schedule-B** appearing in this deed.
- 4.2 As per the detail of Sanction and / or Revised Sanction Plan described in the Schedule – B-1, the Promoter / Vender have completed the construction of the project “Noble Pearl” more fully described in Schedule - C.
- 4.3 By a Sale Agreement more fully mentioned in **Schedule-D** the Promoter/Vendor have sold one Residential Apartment at ‘Noble Pearl’ more fully described in the **Schedule–D-1**, to the Allottee herein, and by executing and registering this deed of conveyance the Owners and Promoter are conveying /transferring the said Apartment in favour of the Allottee.
- 4.4 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the said Residential Complex, the Promoter/Vendor has earmarked and allotted the car parking space, to those Allottees who have applied for the same. The details of the same if allotted are more fully described in the **Schedule D-1**, and as per the plan annexed hereto, against apartment purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein and accordingly, the said Apartment along with the Car Parking space is referred to as the ‘**Said Unit**’.

5. Interpretations:

- 5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee’s respective Apartment, which will also include proportionate area of the total common area.

- 5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
 - 5.3 Masculine gender shall include feminine and neuter genders and vice versa.
 - 5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
 - 5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.
6. Subject Matter of Sale/Transfer: more fully described in **Schedule D-1**.
 7. **Now this Indenture witnesses:**
 - 7.1 **Transfer:**
 - 7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter/Vendor herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner and Promoter (Transferors) do hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, if allotted, (**Said Apartment/Said Unit**) and forming part and parcel thereof, more fully described in the **Schedule D-1**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/Unit, and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Apartment/said Unit **TO HAVE AND TO HOLD** the said Apartment/Said Unit, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Apartment/said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.
 - 7.1.2 Right to use the common area of the said Residential Complex more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the said Residential

Complex, including the common facilities and amenities provided thereat.

7.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule -H**, which shall be covenants running with the said Apartment/said Unit.

7.2. Covenants of the Allottee:

7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule – H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Apartment/said Unit.

7.2.3 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter/Vendor on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

7.2.4 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Promoter/Vendor.

7.3 Covenants and Rights of Transferors:

7.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Apartment / Said Unit, as mentioned in **Schedule D-1**.

7.3.2 That at the costs and requests of Allottee, the Transferors shall do all such acts and execute all documents as may be required for more perfectly assuring the said Apartment/said Unit unto and/or in favour of the Allottee and shall also, for verification produce and/or provide all original title documents/papers, unless prevented by fire or irresistible force.

7.3.3 The Promoter/Vendor shall rectify all reasonable construction related defects in the Said Apartment / Unit, if any, brought to the notice of the Promoter/Vendor, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by the KMC.

It is clarified that the above said responsibility of the Promoter/Vendor shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Vendor to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter/Vendor 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 Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ 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/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.

- 7.3.4 The Promoter/Vendor shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex 'Noble Pearl', at such consideration or in such manner as thought deemed fit and proper by the Promoter / Vendor.
- 7.3.5 The Promoter/Vendor reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex and/or to the said premises.

7.3.6 The Promoter/Vendor shall transfer the common areas of the project to the Association of the Allottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter/Vendor, and for that the Allottee shall authorize/empower the Promoter/Vendor by giving a Power of Attorney in favour of its representative.

8. **Possession:**

Simultaneously upon execution of this conveyance deed, the Promoter/Vendor have handed over possession of the said Apartment / Unit along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Apartment / Unit against the Transferor.

SCHEDULE - A
(Said Premises)

ALL THAT the piece and parcel of land measuring about 19 Cottahs, 7 Chittaks 42 Sq.ft., together with Pucca structure situated therein and being premises No. 173, Motilal Gupta Road, P.S. Haridevpur, Kolkata - 700 008, Ward No.122 of Kolkata Municipal Corporation, butted and bounded as follows:

ON THE NORTH : Partly by Premises No.183, Motilal Gupta Road,
and Partly by 185, Motilal Gupta Road;

ON THE SOUTH : Partly by Premises No.174, Motilal Gupta Road
and Partly by 278, Motilal Gupta Road;

ON THE EAST : By Premises No.383, Motilal Gupta Road;

ON THE WEST : By Motilal Gupta Road.

Schedule-B
[Devolution of Title]

A) Haran Chandra Dutta, Makhan Lal Dutta, Ashutosh Dutta and Narayan Chandra Dutta alongwith other property were the joint owners in respect of the piece and parcel of land measuring about 44 Decimals equivalent to 1

Bigha, 6 Cottahs, 9 Chittaks and 41 Sq.ft. situated within Mouza Sayedpur, Khatian No. 311, Touzi No. 23, J.L. No. 12, Revenue Survey No. 192, Pargana Magura, P.S. Behala now Thakurpukur, District 24 Parganas (S), which upon mutation in the KMC was numbered as premises No. 197, Motilal Gupta Road under K.M.C. Ward No. 122, Kolkata – 700 008 and hereinafter referred to as “Said Premises”.

- B) All the aforesaid brothers had undivided 1/4th share in the said properties.
- C) Amongst the said co-sharers, Haran Chandra Dutta had undivided 1/4th share in respect of the “Said Premises”.
- D) The remaining undivided 3/4th share in respect of the “Said Premises” held jointly by the other three brothers, namely Makhan Lal Dutta, Ashutosh Dutta and Narayan Chandra Dutta.
- E) Said Haran Chandra Dutta died intestate on 27th November, 1982 leaving behind him his seven sons, namely Ashit Kumar Dutta, Anajali Kumar Dutta, Archana Kumar Dutta, Arpan Kumar Dutta, Anup Kumar Dutta, Ashis Kumar Dutta and Alope Kumar Dutta, who thus jointly inherited the aforesaid undivided 1/4th share of said Haran Chandra Dutta in respect of the “Said Premises”.
- F) After promulgation of the Urban Land (Ceiling and Regulation) Act, 1976, it was detected that the legal heirs of said Makhan Lal Dutta and Haran Chandra Dutta holding excess vacant land beyond the ceiling limits and accordingly, a return was submitted to the Competent Authority appointed under the said Act.
- G) It was detected that the legal heirs of said Makhan Lal Dutta were holding excess vacant land of 11 Satak equivalent to 6 Cottahs, 10 Chittaks and 21 Sq.ft. and the legal heirs of said Haran Chandra Dutta were holding excess vacant land to the extent of 5 Decimals equivalent to 3 Cottahs and accordingly, the entire share of said legal heirs of Late Makhan Lal Dutta i.e. 11 Decimals and 5 Decimals of land out of the share of the legal heirs of said Haran Chandra Dutta in the aforesaid premises No. 197, Motilal Gupta Road, Kolkata – 700 008 was acquired by the said appropriate authority as a result of which the legal heirs of said Haran Chandra Dutta jointly with the legal heirs of Ashutosh Dutta and the heirs of late Narayan Chandra Dutta remains as joint owners in respect of the balance portions of the property being premises No. 197, Motilal Gupta Road under K.M.C. Ward No. 122, Kolkata – 700 008.

- H) After such acquisition, the legal heirs of said Haran Chandra Dutta, namely Ashit Kumar Dutta, Anajali Kumar Dutta, Archana Kumar Dutta, Arpan Kumar Dutta, Anup Kumar Dutta, Ashis Kumar Dutta and Alope Kumar Dutta became the absolute owners of the remaining undivided 6 Decimals of land equivalent to **3 Cottahs, 10 Chittaks and 4 Sq.ft.** situated within Mouza Sayedpur, Khatian No. 311, Touzi No. 23, J.L. No. 12, Revenue Survey No. 193, Pargana Magura, P.S. Behala now Thakurpukur, District 24 Parganas (S), being present municipal premises No. 197, Motilal Gupta Road, Kolkata – 700 008, Ward No. 122.
- I) The aforesaid legal heirs of said Haran Chandra Dutta, namely Ashit Kumar Dutta, Anajali Kumar Dutta, Archana Kumar Dutta, Arpan Kumar Dutta, Anup Kumar Dutta, Ashis Kumar Dutta and Alope Kumar Dutta jointly by virtue of a registered Deed of Conveyance dated 25th of May, 2007 sold, conveyed and transferred their right, title and interest in the 6 Decimals of land equivalent to **3 Cottahs, 10 Chittaks and 4 Sq.ft.** situated within Mouza Sayedpur, Khatian No. 311, Touzi No. 23, J.L. No. 12, Revenue Survey No. 193, Pargana Magura, P.S. Behala now Thakurpukur, District 24 Parganas (S), being present municipal premises No. 197, Motilal Gupta Road, Kolkata – 700 008, Ward No. 122 to M/s Noble Trexim Pvt. Ltd, M/s Swastick Grih Nirman Pvt. Ltd and Surendra Kumar Karnani (HUF), being the Owner/Vendor herein on valuable consideration and the said Deed was duly registered before the District Registrar at Alipore 24 Parganas South and recorded in Book No.I, Volume No. 35, Pages 138 to 150, Being No. 01720 for the year 2007.
- J) By virtue of another registered Deed of Conveyance 25th May, 2007, the legal heirs of Ashutosh Dutta, namely Smt. Swapna Dutta, Smt. Chandrani Modi, Monojit Dutta, Ramendra Nath Dutta, Ranendra Nath Dutta, Samarendra Nath Dutta, Dwejendra Nath Dutta and one daughter Smt. Bela Bose sold, conveyed and transferred their right, title and interest in respect of undivided share in the land measuring about **11 Decimals equivalent to 6 Cottahs, 10 Chittaks and 21 Sq.ft.** situated within Mouza Sayedpur, Khatian No. 311, Touzi No. 23, J.L. No. 12, Revenue Survey No. 192, Pargana Magura, P.S. Behala now Thakurpukur, District 24 Parganas (S), being present premises No. 197, Motilal Gupta Road, Kolkata – 700 008, Ward No. 122 to the M/s Noble Trexim Pvt. Ltd, M/s Swastick Grih Nirman Pvt. Ltd and Surendra Kumar Karnani (HUF), being the Owner/Vendor herein on valuable consideration and the said Deed was duly registered before the District Registrar at Alipore 24 Parganas South and recorded in Book No.I, Volume No. 35, Pages 151 to 164, Being No. 01721 for the year 2007.

- K) By another registered Deed of Conveyance dated 25th May, 2007, the legal heirs of said Narayan Chandra Dutta, namely Ashok Dutta, Mrs. Kalyani Ghosh, Smt. Shila Patra, Smt. Tapati Dasgupta, Smt. Padma Dutta, Ashit Kumar Datta, Smt. Swapna Dutta, Smt. Mukul Dutta, Smt. Suchismita Debnath and Smt. Ava Dutta sold, conveyed and transferred their right, title and interest in respect of undivided share in the land measuring about **11 Decimals equivalent to 6 Cottahs, 10 Chittaks and 21 Sq.ft.** situated within Mouza Sayedpur, Khatian No. 311, Touzi No. 23, J.L. No. 12, Revenue Survey No. 193, Pargana Magura, P.S. Behala now Thakurpukur, District 24 Parganas (S), being premises No. 197, Motilal Gupta Road, Kolkata – 700 008, Ward No. 122 to M/s Noble Trexim Pvt. Ltd, M/s Swastick Grih Nirman Pvt. Ltd and Surendra Kumar Karnani (HUF), being the Owner/Vendor herein on valuable consideration and the said Deed was duly registered before the District Registrar at Alipore 24 Parganas South and recorded in Book No.I, C.D. Volume No. 35, Pages 165 to 177, Being No. 01722 for the year 2007.
- L) Thus by virtue of above said three registered Deed of Conveyances all dated **25.05.2007**, the Owner/Vendor, became the absolute Owner of land total measuring **28 Decimals equivalent to 19 Cottahs, 7 Chittaks and 42 Sq.ft.** being Municipal Premises No. 197, Motilal Gupta Road, Kolkata – 700 008, Ward No. 122, however on physical measurement of the said land, the same was found to be 15 Cottahs 0 Chittaks 36 sft.
- M) By a registered Deed of Conveyance dated 4th December 1959 registered in the Office of Sub-Registrar, Alipore Sadar being Deed No. 9612 for the year 1959 between Sanat Kumar Basu & Others, Executors and Trustees of Late Gyanendranath Basu therein referred to as the Vendors and Ramaprasad Bandopadhyay (predecessor in interest of the Mrs. Gopa Chakraborty alias Gopa Rani Chakraborty), therein referred to as the Purchaser, the said Vendors for the consideration mentioned therein sold transferred and conveyed ALL THAT piece or parcel of land by admeasurement an area of 4 Cottahs, 0 Chittak and 10 Sq.ft. more or less lying and situate at Mouza Sayedpur Village, Pargana Magura, under Khatian No. 312, Dag No. 105, Dist. 24 Parganas, known as Premises No. P-117, Motilal Gupta Road, subsequently renumbered and now known as 173, Motilal Gupta Road, then P. S. Behala now P.S. Thakurpukur, Kolkata – 700 041 unto and in favour of the said Purchaser.
- N) As per the said registered Deed of Conveyance dated 4th December, 1959, though the land area mentioned therein was 4 Cottahs, 0 Chittak and 10 Sq.ft., however, on physical measurement the same is found to be 4 Cottahs, 7 Chittaks and 6 Sq.ft. more or less which has also been reflected in the last

Will and Testament of said Satirani Bandopadhyay and also the Probate thereof.

- O) The said Ramaprasad Bandopadhyay died intestate on or about 6th February 1966 leaving behind him surviving his widow Smt. Satirani Bandopadhyay and a married daughter Mrs. Gopa Chakraborty, the Vendor therein as his only legal heirs and as such they jointly inherited the said property in equal shares.
- P) Accordingly, on demise of said Ramaprasad Bandopadhyay his surviving widow Smt. Satirani Bandopadhyay became the owner of undivided 50% share equivalent to 2 Cottahs, 3 Chittaks and 26 Sq.ft. more or less and his married daughter Mrs. Gopa Rani Chakraborty also became the owner of balance 50% undivided share equivalent to 2 Cottahs, 3 Chittaks and 26 Sq.ft.
- Q) The said Smt. Satirani Bandopadhyay during her life time with the consent and consultation with her married daughter Mrs. Gopa Rani Chakraborty alias Gopa Chakraborty executed a registered Will and Testament dated 8th August, 1980, which was registered before the Sub-Registrar Alipore in Book No. III, Volume No. 4, Pages 222 to 225, Being No.117 for the year 1980 and by the aforesaid Will she, with the consent of her daughter divided the aforesaid property being premises No. P-117, Motilal Gupta Road which subsequently renumbered and now known as 173, Motilal Gupta Road and building standing thereon into two lots being Lot 'A' and Lot 'B' as per the plan annexed with the said Will whereby she divided the aforesaid property mutually amongst herself and her said daughter Gopa Rani Chakraborty and bequeathed the vacant portion of the land as specified in Lot 'B' in the plan annexed with the said Deed having an area of 1 Cottah and 8 Chittaks in favour of her nephew Alope Kumar Basu and also making a provision of common passage for the aforesaid two plots measuring about 3 Chittaks and 6 Sq.ft.
- R) After bequeathing 1 Cottah and 8 Chittaks of land (Lot B) out of her share as stated above in favour of Mr. Alope Kumar Basu and providing an area of 3 Chittaks and 6 Sq.ft. for common passage jointly with Gopa Rani Chakraborty, the balance area of land measuring 8 Chittaks and 20 sq.ft. remains with Smt. Satirani Bandopadhyay in the said property, which on her demise devolved upon her only daughter and legal heiress Smt. Gopa Rani Chakraborty by virtue of inheritance.
- S) The said Smt. Satirani Bandopadhyay died testate on 14th August 1983 and after the death of the said Smt. Satirani Bandopadhyay, the said Alope Kumar Basu being the beneficiary of the said Will initiated a proceeding for Letters

of Administration (LOA) being Act 39 Case No. 82 of 1993 and the Learned District Delegate at Alipore by its order dated 27th July 1994 duly granted the Letters of Administration (LOA) annexing the said Will.

- T) After inheriting the said 8 Chittaks and 20 sq.ft. of land as stated above from her mother, Mrs. Gopa Chakraborty, thus became the Owner of total land measuring 2 Cottahs, 12 Chittaks and 0 Sq.ft. more or less together with 50% right over the common passage measuring about 3 Chittaks 6 Sft. more or less, meant only for Lot 'A' and Lot 'B' as aforesaid, more fully and particularly described in the Schedule written hereunder and shown and delineated in colour Yellow in the map or plan hereto and hereinafter referred to as the said property free from all encumbrances, liens, lispendens, demands, attachments, trusts, charges, requisitions, acquisitions, alignment whatsoever and howsoever.
- U) The Owner/Vendor herein, being interested to purchase the "Said Property" having an area of 2 Cottahs, 12 Chittaks and 0 Sq.ft. be little more or less together with 50% right over the common passage measuring about 3 Chittaks 6 Sft. more or less being premises No. P-117, Motilal Gupta Road which subsequently renumbered and now known as 173, Motilal Gupta Road, approached the said Mrs. Gopa Rani Chakraborty and by virtue of a registered Deed of Conveyance dated 27th May, 2010, registered before the District Sub-Registrar – II, Alipore 24 Parganas South and recorded in Book No. I, CD Volume No. 19, Pages 1254 to 1269, Being No. 05276 for the year 2010, sold, conveyed and transferred the same being Lot 'A' and Lot 'B', on valuable consideration mentioned therein, as fully and particularly described in the Schedule of the said Deed to the present Vendors.
- V) By another registered Deed of Conveyance dated 1st of June, 2010, the Owner/Vendor herein have purchased the piece and parcel of land measuring about 1 Cottah and 8 Chittaks more together with 50% right over the common passage measuring about 3 Chittaks 6 Sft. more or less being premises No. P-117, Motilal Gupta Road which subsequently renumbered and now known as 173, Motilal Gupta Road from Alok Kumar Basu with due confirmation of said Gopa Rani Chakraborty on valuable consideration and the said Deed was registered before the District Sub-Registrar – II, Alipore 24 Parganas South and recorded in Book No. I, CD Volume No. 20, Pages 1408 to 1423, Being No. 05448 for the year 2010.
- W) After purchasing the aforesaid two adjacent properties under 5 nos. of Deed of Conveyances, as aforesaid, the Owner/Vendor herein duly amalgamated the same into one premises in the record of the Kolkata Municipal Corporation and after the amalgamation, the same has been numbered as

premises No. 173, Motilal Gupta Road, P.S. Thakurpukur, Kolkata – 700 041, Ward No. 122. Measuring about 21 cottahs, 6 chittaks and 7 sft as per the deeds, however, on physical measurement it is found to be 19 cottahs, 7 chittaks and 42 sft. being the project land herein.

SCHEDULE – B-1
(Building Plan, Revised Sanction Plan and Completion Certificate)

The Kolkata Municipal Corporation (KMC) has provisionally sanctioned a plan for construction of Residential Complex vide Building Permit No. No.2016130122 dated 05.10.2016, revised Sanction plan being No.Datedand completion Certificate datedall issued the K.M.C.

SCHEDULE – C
(Residential Complex)

All that the newly constructed Residential Complex ‘Noble Pearl’ comprising of Two Blocks, each blocks consist of Ground + 3 Upper Floors having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 173, Motilal Gupta Road, Kolkata - 700 008.

SCHEDULE – D
(Sale Agreement)

The Owners and the Promoter/Vendor have entered into a Sale Agreement on _____ with the Allottee herein for sale/allotment of a Residential Apartment / Unit more fully described in the **Schedule D-1**.

SCHEDULE –D-1
(Subject Matter of Sale)
The Said Apartment/said Unit

ALL THAT the Residential Apartment being No. ____, Block ____, on the ____ Floor, measuring ____ Carpet Area sq. ft. (excluding balcony) more or less and _____sq. ft. Built-up Area more or less with facility to park ____ medium size road worthy passenger car, in the allotted _____ car parking space, together, with variable undivided proportionate share in the land underneath the said building attributable to the said Apartment/Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule – F**, in ‘Noble Pearl’ at Premises No. 173, Motilal Gupta Road, Kolkata-700 008.

SCHEDULE - E
(Consideration)

Price for the said Apartment as described in **Schedule – D-1**, above Rs. xxxxxxxxx

Price for car parking as described in **Schedule – D-1**, above Rs. xxxxxxxxx

Total: -----
Rs. xxxxxxxxx
=====

(Rupees) only.

SCHEDULE - F
(Common Areas for Apartment Owners)

Areas : (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lobbies, and Staircases, (c) Open Roof and/or Terrace children’s play area, Yoga and meditation zone, sitting area on the open roof (d) Stair head Room, (e) Lift Machine Rooms and Lift Wells, (f) Boundary walls and main gates of the New Building (g) Security Goomty (h) Space for electrical meter, Utility room, Community Hall, Gym etc.

Water and Plumbing: (a) Water Reservoirs/Tank (b) All supply/drain water pipes (save those inside any Apartment) (c) Water Treatment Plant.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) CCTV System (f) Generator back up.

(a) All Drains, Sewers and pipes for drainage (except inside the Apartment).

Others: Other common area and installations and/or equipment as are provided in the New Building for common use and enjoyment.

**Schedule G
(Easement & Restrictions)**

All Apartment owners/occupants of the said Residential Complex including the Promoter/Vendor shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
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 and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule – H**.
5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Allottees/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

**SCHEDULE -H
(Allottee's Covenants)
Part I
(Specific Covenants)**

1. **The Allottee shall not:**
 - 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.

- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Residential Complex and/or the said Premises.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Apartment/said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule – F**.
- 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.5 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said building and/or the adjoining buildings.
- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.11 Park car/two wheeler or any car on the pathway or open spaces of the said Residential Complex, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Residential Complex.
- 1.12 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the Allottee from

displaying a small and decent name – plate outside the main door of the Apartment.

- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Residential Complex or other parts of the said Premises.
- 1.15 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.16 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.17 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.
- 1.18 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter/Vendor or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- 1.19 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter/Vendor, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.
- 1.20 Restrict any of the other owners/occupiers of the said Building or Residential Complex for the full and unrestricted enjoyment of the Easements described in Schedule-G.

2. **The Allottee shall:**

- 2.1 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Apartment/said Unit, the Residential Complex and the said Premises within 7 (seven) days of being called upon to do so.
- 2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.4 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the purpose of which it is meant.
- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to Residential Complex or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Residential Complex, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.8 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon

its formation.

Part-II
(Maintenance of the Residential Complex)

1. The Promoter/Vendor has constructed a Residential Complex called 'Noble Pearl' as more fully mentioned in **Schedule – C**.
2. Upon formation of the Association or Body for the occupants/owners of the said Residential Complex, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.
3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Complex at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule –F**.
4. The Transferors shall assist the Allottee in all respects in formation of the Association/Body.

The Allottee shall co-operate with the Promoter/Vendor in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Promoter/Vendor by giving a Power of Attorney in favour of its authorized representative.

5. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
6. The Allottee shall pay all the charges and fees to the Association/ Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
7. No Allottee shall have the right to form a parallel, independent Association / Body in respect of the 'Noble Pearl' and /or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said Residential Complex.

Part-III
(Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of

Completion Certificate obtained from the KMC, irrespective of the date of possession of the said Apartment/Unit, received by the Allottee. The Association/Body to be formed by the Apartment Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.

2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Promoter/Vendor, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.
4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
5. The Association/Body shall, upon its formation and once handed over by the Promoter/Vendor, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the complex by the Association/Body from the Promoter/Vendor, the deposit with the Promoter/Vendor, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Complex.
8. If Promoter/Vendor or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter/Vendor and/or Association/Body to be formed by the Apartment Owners.
9. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV
(Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the Promoter/Vendor until the Association/Body are formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the Residential Complex.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:**
 - 8.1 All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. The Allottee shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per mensum on the due amounts and if such

default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said Residential Complex and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- i) to discontinue the supply of electricity and D.G Power back-up to the “Said Apartment/said Unit”.
- ii) to disconnect the water supply
- iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
- iv) to discontinue the usage of all other amenities and facilities provided in the said project ‘Noble Pearl’ to the Allottee and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Vendor/Association to realize the due amount from the Allottee.

Part-V

(Apportionment of Municipal Rates & Taxes & Other Impositions)

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the Allottee shall authorize/empower the Promoter/Vendor by giving a Power of Attorney in favour of its representative, failing which the Promoter/Vendor shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the KMC, the Purchaser Allottee alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the KMC till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allottees.
3. Besides the amount of the impositions, the Allottee 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.

3. The liability of the Allottee of Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
5. The said Association/Body 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 Allottee thereof from the Allottee.
6. Execution and delivery:

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the
OWNERS at Kolkata in the
presence of:

Executed and delivered by the
PROMOTER/VENDOR at
Kolkata in the presence of:

Executed and delivered by the
ALLOTTEE at Kolkata in the
presence of:

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees) only by cheques as full consideration and/or price for sale of the said Apartment/Unit from the Allottee.

(Promoter/Vendor)

=====
DATED THIS DAY OF 20__
=====

BETWEEN

NOBLE TREXIM PVT. LTD. & ORS.
... OWNERS

AND

NOBLE TREXIM PVT. LTD.
... PROMOTER/VENDOR

AND

.....
... ALLOTTEE

DEED OF SALE

Apartment/Unit No. ..., Block.....
'Noble Pearl'
173, Motilal Gupta Road,
Kolkata – 700 008.