

THIS DEED OF CONVEYANCE made this.....day of, Two Thousand and Nineteen [2019]

BETWEEN

ROCHITA TOWERS AND ESTATES PRIVATE LIMITED [PAN – AAACE6318G & CIN – U70101WB1989PTC046290], a Company incorporated under the Companies Act, 1956, having its Registered Office at 43/3, Hazra Road, Police Station & Post Office – Ballygunge, Kolkata – 700019, K.M.C. Ward No. 69, represented by its Director **Mr. Suresh Kumar Agarwal (PAN – ACZPA5498H)**, son of Mr. Ramjee Lal Agarwal, by faith – Hindu, by citizenship – Indian, by occupation – Service, residing at 22A, Buroshibtalla Main Road, Post Office – New Alipore, Police Station – Behala, Kolkata – 700038, K.M.C. Ward No. 118, duly authorized vide its Board Resolution dated....., hereinafter referred to as the **“OWNER/ VENDOR NO. 1”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and permitted assigns) of the **‘FIRST PART’**

AND

AMRITA PROMOTERS PRIVATE LIMITED [PAN – AACCA7488H & CIN – U70101WB1995PTC073526], a Company incorporated under the Companies Act, 1956, having its Registered Office at 75/2A, Hazra Road, Police Station - Rabindra Sarabor (formerly known as Lake), Post Office – Sarat Bose Road, Kolkata – 700029, K.M.C. Ward No. 85, represented by its Director **DEBABRATA BANERJEE [PAN – AEGPB2995B]**, son of Late Kalidas Banerjee, by faith – Hindu, by citizenship – Indian, by occupation – Service, residing at A/4, Chittaranjan Colony, Post Office – Regent Estate, Police Station – Jadavpur, Kolkata – 700092, K.M.C. Ward No. 96, duly authorized vide its Board Resolution dated....., hereinafter referred to as the **“OWNER/ VENDOR NO. 2/DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, successors-in-interest, nominees and permitted assigns) of the **‘SECOND PART’**

AND

MR./MRS..... (PAN NO.....), (AADHAR NO.....), son of/wife of aged about years residing at hereinafter called the **“PURCHASER/ALLOTTEE”** (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include his/her heir, executor, administrator, successors in interest and permitted assigns) of the **'THIRD PART'**

AND

[1] **SRI NARESH KUMAR DE [PAN – ALPPD9460R]**, by faith – Hindu, by citizenship – Indian, by occupation – Business and [2] **SRI SAROJ KUMAR DE [PAN – AIQPD9498M]**, by faith – Hindu, by citizenship – Indian, by occupation – Business, both sons of Late Dilip Kumar De and are Executors to the Estate of Dilip Kumar De and both are residing at 381/F, Panchanantala Road, “Paschim Putiari”, Karunamoyee (Tollygunge), Post Office - Kudghat, Police Station – Haridevpur, Kolkata – 700041, under K.M.C. Ward No. 115, represented by their Constituted Attorneys namely, **MR. SURESH KUMAR AGARWAL [PAN - ACZPA5498H]**, son of Mr. Ramjee Lal Agarwal, by faith – Hindu, by citizenship – Indian, by occupation – Service, residing at 22A, Buroshibtalla Main Road, Post Office – New Alipore, Police Station – Behala, Kolkata – 700038, K.M.C. Ward No. 118, Director of **Rochita Towers and Estates Pvt. Ltd.** and **MR. DEBABRATA BANERJEE [PAN – AEGPB2995B]**, son of Late Kalidas Banerjee, by faith – Hindu, by citizenship – Indian, by occupation – Service, residing at A/4, Chittaranjan Colony, Post Office – Regent Estate, Police Station – Jadavpur, Kolkata – 700092, K.M.C. Ward No. 96, Director of **Amrita Promoters Pvt. Ltd.**, hereinafter jointly referred to as the **“OWNERS/CONFIRMING PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the **'FOURTH PART'**

The Owner/Vendor No. 1, the Owner/Vendor No. 2/Developer, the Purchaser/Allottee and the Owners/Confirming Party shall hereafter collectively be referred to as the Parties and individual as a Party.

WHEREAS by a Deed of Conveyance dated 3rd April 1995, registered at the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 58, Pages 110 to 125, Being No. 2261 for the year 1995, made between Chandra Sekhar De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Evergreen Properties Private Limited, now known as Rochita Towers and Estates Private Limited, the Owner/Vendor No. 1 herein. The Vendor therein, has thereby transferred all his right, title and interest over and in respect of the land and building and over the common passage in Premises No. 75/2A, Hazra Road, Kolkata –

700029, measuring an area of 1 Cottah 12 Chittacks more or less alongwith easement rights, ingress and egress right to the said land and common passage, more fully described in the Schedule thereunder written, unto and in favour of the Owner/Vendor No. 1 herein.

AND WHEREAS by another Deed of Conveyance dated 19th May 1995, registered at the office of the District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 23, Pages 423 to 441, Being No. 926 for the year 1995, made between Ashish Kumar De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Evergreen Properties Private Limited, now known as Rochita Towers and Estates Private Limited, the Owner/Vendor No. 1 herein. The Vendor therein, has thereby transferred all his right, title and interest over and in respect of the land and building and over the common passage in Premises No. 75/2B, Hazra Road, Kolkata – 700029, measuring an area of 4 Cottahs 14 Chittacks 20 Sq. Ft. more or less alongwith easement rights, ingress and egress right to the said land and common passage, more fully described in the Schedule thereunder written, unto and in favour of the Owner/Vendor No.1 herein.

AND WHEREAS by virtue of the aforesaid purchase the Owner/Vendor No. 1 became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner of Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring an area of 1 Cottah 12 Chittacks more or less alongwith easement rights, ingress and egress right to the said land and common passage and also together with the building standing thereon or on part thereof AND also as an absolute owner of Premises No. 75/2B, Hazra Road, Kolkata – 700029, measuring an area of 4 Cottahs 14 Chittacks 20 Sq. Ft. more or less alongwith easement rights, ingress and egress right to the said land and common passage and also together with the one storied building standing thereon, Both the premises Totaling to an area of 6 Cottahs 10 Chittacks 20 Sq. Ft. more or less alongwith easement rights, ingress and egress right to both the land and common passage, hereinafter referred to as the '**said Schedule – I Property**'.

AND WHEREAS by a Deed of Conveyance dated 12th May 1997, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 93, Pages 127 to 142, Being No. 2527 for the year 1997, made between Yotirmoy De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Amrita Promoters Private Limited, the Owner/Vendor No. 2/Developer herein. The Vendor therein, has thereby transferred all his right, title and interest over and in respect of the undivided one-half share in Premises No.15D, Sevak Baidya Street, Kolkata – 700029, that is, an area of 4 Chittacks of land more or less alongwith easement rights, ingress and egress right to the said land and common passage,

more fully described in the Schedule thereunder written, unto and in favour of the Owner/Vendor No.2/Developer herein.

AND WHEREAS by another Deed of Conveyance dated 24th September 1997, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 26, Pages 393 to 410, Being No. 697 for the year 1998, made between Jogesh Chandra De, therein referred to as the Vendor, for the consideration mentioned therein sold, conveyed, transferred, assured and assigned unto the Purchaser therein being Amrita Promoters Private Limited, the Owner/Vendor No.2/Developer herein. The Vendor therein, has thereby transferred all his right, title and interest over and in respect of ALL THAT the demarcated northern side of the Premises No.75/2A, Hazra Road, Kolkata – 700029, measuring 6 Chittacks 31 Sq. Ft. of land more or less, together with a two storied dwelling units standing thereon and alongwith easement rights, ingress and egress right to the said land and common passage, more fully described in the Schedule thereunder written, unto and in favour of the Owner/Vendor No.2/Developer herein.

AND WHEREAS by virtue of the aforesaid purchase the Owner/Vendor No. 2/Developer herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner having undivided one-half share in Premises No. 15D, Sevak Baidya Street, Kolkata – 700029, measuring an area of 4 Chittacks of land more or less alongwith easement rights, ingress and egress right to the said land and common passage AND also as co-owner of Premises No.75/2A, Hazra Road, Kolkata – 700029, being the demarcated northern portion with the building standing thereon measuring an area of 6 Chittacks 31 Sq. Ft. of land more or less alongwith easement rights, ingress and egress right to the said land and common passage, Both the premises Totaling to an area of 10 Chittacks 31 Sq. Ft. more or less alongwith easement rights, ingress and egress right to both the land and common passage, hereinafter referred to as the **‘said Schedule – II Property’**.

AND WHEREAS by a registered Deed of Gift dated 1st February 1980, registered in the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 20, Pages 149 to 152, Being No. 364 for the year 1980, made between Monmohan De, since deceased, therein referred to as the Donor of the One Part and Sri Dilip Kumar De, therein referred to as the Donee No. 1 and Sri Jogesh Chandra De, therein referred to as the Donee No. 2 of the Other Part, the Donor therein conveyed, transferred and assured as and by way of gift out of natural love and affection unto the Donee No. 1 therein, a portion of Premises No.75/2A, Hazra Road, Kolkata – 700029, measuring 1 Cottah 40 Sq. Ft. more or less of Land, together with a dwelling unit standing thereon being the southern side of the aforesaid land with the easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said land, more fully described in the Schedule ‘Kha’ thereunder written

and to the Donee No. 2 therein, a portion of Premises No. 75/2A, Hazra Road, Kolkata – 700029, measuring 6 Chittacks 31 Sq. Ft. more or less of land, together with a dwelling unit standing thereon being the northern side of the said land with the easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said land, more fully described in the Schedule ‘Ka’ thereunder written.

AND WHEREAS by a Deed of Sale dated 29th November 1996, duly registered in the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 99, Pages 214 to 223, Being No. 3137 for the year 1996, made between Himangshu Kumar De, son of Late Monmohan De, residing at 656/3A, Napier Town, Jabalpur-482001, Madhya Pradesh, therein referred to as the Vendor of the One Part and Dilip Kumar De, therein referred to as the Purchaser of the Other Part, the Vendor for the consideration therein mentioned conveyed, transferred, granted, sold and assigned unto the Purchaser therein, **ALL THAT** the piece and parcel of landed property measuring 4 Chittacks more or less, together with the half portion of the old dilapidated two storied building standing thereon being Municipal Premises No. 15D, Sevak Baidya Street (formerly a portion of 75/2, Hazra Road), Kolkata – 700029, alongwith easement rights, ingress and egress right to the said land and common passage, more fully described in the Schedule thereunder written.

AND WHEREAS by virtue of the aforesaid Sri Dilip Kumar De, became seized and possessed of and/or otherwise well and sufficiently entitled to as co-owner of demarcated portion of an area measuring 1 Cottah 40 Sq. Ft. more or less of land, together with a dwelling unit standing thereon being the southern side of the aforesaid land alongwith the easements, amenities and facilities and with the right to use the common passage and underground drainage alongwith the other co-owners of the said Premises No. 75/2A, Hazra Road, Kolkata – 700029 AND also as co-owner having an undivided portion measuring 4 Chittacks more or less of land in Premises No.15D, Sevak Baidya Street, Kolkata – 700029, alongwith easement rights, ingress and egress right to the said land and common passage, Both the premises Totaling to an area of 1 Cottah 4 Chittacks 40 Sq. Ft. more or less alongwith easement rights, ingress and egress right to both the land and common passage, hereinafter referred to as the ‘**said Schedule – III Property**’.

AND WHEREAS by virtue of the above-mentioned Sale Deeds and the Deed of Gift, the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and Sri Dilip Kumar De became the absolute joint respective owners with physical possession of **ALL THAT** the piece and parcel of Land totaling admeasuring an area of 8 Cottahs 10 Chittacks 1 Sq. Ft. plus Land admeasuring an area of 1 Cottah 2 Chittacks 39 Sq. Ft. of common passage more or less, Totaling to an area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less, being the Municipal Premises Nos. 75/2A & 75/2B, Hazra Road and No.15D, Sevak Baidya Street, Kolkata – 700029 including easement, ingress,

egress and common passage, hereinafter for the sake of brevity referred to as the “**said Property**”.

AND WHEREAS said Dilip Kumar De, since deceased, during his lifetime entered into an Agreement dated 12th March 1999 with the Owner/Vendor No. 1 and the Owner/Vendor No.2/Developer herein, for development of the said **Schedule – III** Property as mentioned in the Schedule thereunder written, on the terms and conditions mentioned therein.

AND WHEREAS relying upon the representations of the Owner/Vendor No. 1 and the Owner/Vendor No.2/Developer to the said Dilip Kumar De, since deceased, the parties therein expressed and concurrently consented to enter into a registered Deed of Exchange for the purpose of the amalgamation and mutation of the said property.

AND WHEREAS said Dilip Kumar De died on the 20th day of December 1999, leaving behind his 6 (six) sons namely, [1] Sri Rajendra Kumar De also known as Raju De, [2] Sri Milon Kumar De, [3] Sri Durga Das De, [4] Sri Ranjit Kumar De, [5] Sri Naresh Kumar De and [6] Sri Saroj Kumar De, all resident of 381/F, Panchanantala Road, “Paschim Putiari”, Karunamoyee (Tollygunge), Kolkata – 700041, as beneficiaries of equal shares in respect of his moveable and immovable properties including the **Schedule III Property**. During his lifetime, said Dilip Kumar De made and published his Last Will and Testament dated 9th day of September 1998 appointing Sri Naresh Kumar De and Sri Saroj Kumar De as the Joint Executors to the said Will. The Executors of the said Will said Sri Naresh Kumar De and Sri Saroj Kumar De obtain the Probate from the Hon’ble High Court, Calcutta, in their name.

AND WHEREAS thereafter, the Owner/Vendor No. 1 and the Owner/Vendor No.2/Developer and the said Joint Executors namely, Sri Naresh Kumar De and Saroj Kumar De have mutated, amalgamated and recorded their names with the Kolkata Municipal Corporation and the entire premises being Nos. 75/2A & 75/2B, Hazra Road and 15D, Sevak Baidya Street, Kolkata – 700029, have mutated and amalgamated and the said entire properties renumbered as Premises No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029.

AND WHEREAS the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and the Joint Executors namely, Sri Naresh Kumar De and Sri Saroj Kumar De became the absolute joint respective owners with physical possession of **ALL THAT** the piece and parcel of Land totaling admeasuring an area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less including easement, ingress, egress and common passage being the Municipal Premises No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029, together with the structures standing thereof.

AND WHEREAS after that Evergreen Properties Pvt. Ltd. and now Rochita Towers and Estates Pvt. Ltd., the Owner/Vendor No. 1 herein had entered into a Joint Development Agreement dated 12th February 2008 with Amrita Promoters Pvt. Ltd., the Owner/Vendor No.2/Developer herein, for development of the said property as mentioned in the Schedule thereunder written, on the terms and conditions mentioned therein.

AND WHEREAS accordingly, the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer herein jointly entered into a registered Development Agreement with the Sri Naresh Kumar De and Sri Saroj Kumar De, the Joint Executors of Will of Late Dilip Kumar De dated 28.02.2017 on the certain terms and conditions mentioned therein.

AND WHEREAS the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and the Joint Executors namely, Sri Naresh Kumar De and Sri Saroj Kumar De herein conveyed, transferred and assured by a registered Deed of Gift dated 23.04.2009, duly registered at the Office of the District Sub-Registrar-I, South 24 Parganas and recorded in Book No. I, CD Volume No.7, Pages 299 to 308, Being No. 1407 for the year 2009, for construction of a new building and sanctioned regular alignment line on the southern side to the Kolkata Municipal Corporation in respect of the said property.

AND WHEREAS by way of the above-mentioned Deed of Gift, the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and the Joint Executors namely, Sri Naresh Kumar De and Sri Saroj Kumar De, became the absolute joint respective owners with physical possession in respect of the balance land out of the said property i.e. **ALL THAT** the piece and parcel of Land admeasuring an area of 8 Cottahs 10 Chittacks 32 Sq. Ft. out of total land area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less including easement, ingress, egress and common passage being the Municipal Premises No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029, together with the structures standing thereon, more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the “**said Premises**”.

AND WHEREAS with a view to develop the said Premises, the Owner/Vendor No. 1, the Owner/Vendor No.2/Developer and the Owners/Confirming Party had made Plans of a Ground Floor plus Four Storied Building and got it sanctioned from the Kolkata Municipal Corporation, vide Sanction Building Plan being Building Permit No.2018080044 (B-VIII) dated 12.09.2018, for constructing a multi storied building thereon and constructed the building as per Plan, hereinafter referred to as the ‘**said plan**’.

AND WHEREAS the Owner/Vendor No. 2/Developer of the multi storied buildings has duly got itself registered under the said Act vide Registration No.....datedunder the said HIRA Act, 2017.

AND WHEREAS the Purchaser abovenamed approached the Owner/Vendor No. 2/Developer to purchase 1 (one) Residential Flat/Unit at the said Project/Apartment/Building initiated by the Owner/Vendor No. 2/Developer at Premises No. 75/2A, Hazra Road, Kolkata – 700029 together with 1 (one) Covered Car Parking Space and the Purchaser has selected **ALL THAT** the Flat No.....on the..... Floor of the new building namely,....., constructed at the said Premises which was then under construction and pursuant thereto an Agreement for Sale dated.....was executed by and between the Owner/Vendor No.2/Developer and the Purchaser, which was also registered with the Registrar of, and recorded in Book No....., Volume No....., Pagesto....., Being No.....for the year 2019 and thus the Owner/Vendor No. 2/Developer became entitled to collect the various consideration and other amounts from the Purchaser, more fully and particularly described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as the ‘**said Flat/Unit and the Properties Appurtenant Thereto**’.

AND WHEREAS the Owner/Vendor No. 2/Developer who is also the owner of the said Premises has collected the entire consideration and other various dues and payables by the Purchaser and upon the Purchaser having made the full payment the Purchaser has requested the Owner/Vendor No. 2/Developer to execute and register a Deed of Conveyance which is being hereby done.

AND WHEREAS on or before the execution of the present Deed of Conveyance it is recorded as follows:-

- a) that the Purchaser has seen and examined the Sanctioned Plan and have no objection to the further modifications, extension and construction of the upper stories as envisaged by the Owner/Vendor No. 2/Developer.
- b) that the Purchaser have fully examined and seen the title of the Owner/Vendor No. 1, the Owner/Vendor No.2/ Developer and all other relevant documents are fully satisfied the same.
- c) that the Purchaser has examined the Layout of the Flat, Location of Car Parking, the Carpet Area, Super Built-up Area, etc. of the Flat and are fully satisfied with the same.

- d) the Purchaser has seen and examined the various amenities and facilities provided and have no grievance whatsoever in respect of the same.
- e) the Purchaser has also examined the various terms, condition, covenants and restrictions and House Rules as contained herein and have no objection whatsoever.

AND WHEREAS under this Deed of Conveyance certain expressions shall have the meanings assigned to them as mentioned in the **FIRST SCHEDULE** hereunder written unless contrary to the context, hereinafter referred to as the said “**Definitions**”.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. THAT in consideration of the said Sale Agreement and in further consideration of a sum of Rs..... (Rupees.....) only well and truly paid by the Purchaser to the Owner/Vendor No.2/Developer at or before execution of these presents (the receipt whereof the Owner/Vendor No.2/Developer doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the Owner/Vendor No.2/Developer also being the Owner/Vendor doth hereby sell, transfer, convey, assure and assign unto and to the Purchaser **ALL THAT** the Flat No..... admeasuring Sq. Ft. Super Built-up Area on the Floor of the Multi-storied Building known as “.....” together with 1 (one) Covered Car Parking Space at the Ground Floor of the said Building such Flat and Car Parking Space described under the **THIRD SCHEDULE** hereunder written, as shown in the Plan of the said Floor and Car Parking Plan and bordered **RED** thereon and constructed at the Municipal Premises No.75/2A, Hazra Road, Kolkata – 700029 TOGETHER WITH the undivided proportionate share in all common parts, portions areas (except those specifically retained by the Owner/Vendor No.2/Developer) (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) FURTHER TOGETHER WITH the undivided proportionate share or interest in the land comprised in the said Premises described under the **SECOND SCHEDULE** hereto attributable thereto (hereinafter collectively referred to as the **SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO**, more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) TOGETHER WITH the right to use the common areas, installations and facilities in common with the other Co-Purchaser and the Owner/Vendor No.2/Developer and the other lawful occupants of the Building BUT EXCEPTING AND RESERVING such rights easements quasi-easements privileges reserved for any particular flats/units and/or the Owner/Vendor No.2/ Developer/Holding Organization and Facility Managers or respective agents appointed

by them AND TOGETHER WITH all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Flat/Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) TO HAVE AND TO HOLD the said Flat/Unit and the Properties Appurtenant Thereto hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser SUBJECT TO due performance of and compliance with the Restrictions/House Rules (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) and also subject to Purchaser making payment of the maintenance charges/common expenses and other charges payable in respect of the Said Flat/Unit and the Properties Appurtenant Thereto (such Maintenance Charges/Common Expenses, more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) to the Owner/Vendor No.2/Developer or its agents and or facility manager appointed by them and to the Holding Organization and/or their respective agents upon the maintenance being handed over by the Owner/Vendor No.2/Developer to the Holding Organization and/or to the Association of the Flat Holders upon the same being constituted as per law.

2. AND THE OWNER/VENDOR NO.2/DEVELOPER HEREBY COVENANTS WITH THE PURCHASER as follows:-

- a) THAT notwithstanding any act, deed, matter or thing whatsoever by the Owner/Vendor No.2/Developer done or executed or knowingly suffered to the contrary the Owner/Vendor No.2/Developer is now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat/Unit and the Properties Appurtenant Thereto as described under the **THIRD SCHEDULE** hereto and hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) THAT notwithstanding any act, deed or thing whatsoever done as aforesaid the Owner/Vendor No.2/Developer as the Owner/Vendor now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Flat/Unit and the Properties Appurtenant Thereto hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- c) THAT the Said Flat/Unit and the Properties Appurtenant Thereto hereby sold, granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, lispensens, debuttar or trusts made or suffered by the Owner/Vendor No.2/Developer or any person or persons having or lawfully or equitably

claiming any estate or interest therein through under or in trust for the Owner/Vendor No.2/Developer.

- d) THAT the Purchaser shall and may at all times hereafter peacefully and quietly hold possess and enjoy the Said Flat/Unit and the Properties Appurtenant Thereto hereby receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owner/Vendor No.2/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless against all estates, charges, encumbrances, liens, attachments, lispendens, debuttar or trust or claims and demands whatsoever created occasioned or made by the Owner/Vendor No.2/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Owner/Vendor No.2/Developer and all persons having or lawfully or equitable claiming any estate or interest in the Said Flat/Unit and the Properties Appurtenant Thereto hereby or any part thereof through under or in trust for the Owner/Vendor No.2/Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts, deeds or things whatsoever for further better or more perfectly assuring the Said Flat/Unit and the Properties Appurtenant Thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the Owner/Vendor No.2/Developer has not at any time done or executed or knowingly suffered or been party to any act, deed or thing save and except consent to any Home Loan Bank or Financial Institution for granting Home Loans to various flat Purchasers whereby and where under the Said Flat/Unit and the Properties Appurtenant Thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.
- 3. AND THE PURCHASER SHALL TO THE END AND THE INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER/VENDOR NO.2/DEVELOPER as follows:-**

- a) THAT the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the Restrictions / House Rules regarding the user of the said Flat/Unit and the Properties Appurtenant Thereto and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written.
- b) THAT the Purchaser shall within 6 (six) months from the date of execution of these presents at his/her/their cost shall apply for obtaining mutation of their names as the owner and until the said Flat/Unit and the Properties Appurtenant Thereto is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed by the Owner/Vendor No.2/Developer and upon formation of the Holding Organization by such Holding Organization without raising any objection whatsoever.
- c) THAT the Purchaser shall at all times from the date of possession as mentioned the letter of possession be liable to pay and regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, Urban Land Tax, if any, service tax and other levies impositions and maintenance and outgoings (hereinafter referred to as the **RATES AND TAXES**), which may from time to time be imposed or become payable in respect of the said Flat/Unit and the Properties Appurtenant Thereto and proportionately for the building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of the proportionate share of such Rates and Taxes to the Owner/Vendor No.2/Developer.
- 4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-**
- a) THAT the undivided share in land comprised in the said Premises and the proportionate share in Common Parts and Portions hereby sold and transferred and attributable to the said Flat/Unit and the Properties Appurtenant Thereto shall always remain impartible.
- b) THE right of the Purchaser shall remain restricted to the said Flat/Unit and the Properties Appurtenant Thereto and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said Complex.
- c) The Purchaser on payment of Deposit to CESC directly can obtain the Meter and the Purchaser further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to

withhold payment of the same on any account whatsoever or howsoever on and for the date of possession of the said Flat/Unit and the Properties Appurtenant Thereto.

- d) As from the deemed date of possession as mentioned in the possession letter the Purchaser shall regularly and punctually make payable of the maintenance charges/ common expenses (more fully described in the **SEVENTH SCHEDULE** herein under stated) payable in respect of the said Flat/Unit and the Properties Appurtenant Thereto to the Owner/Vendor No. 2/Developer or the facility manager/agents appointed by the Owner/Vendor No. 2/Developer and/or to the Holding Organization upon the maintenance being handed over to them by the Owner/Vendor No. 2/Developer. Such charges shall be made applicable by the Owner/Vendor No. 2/Developer / Holding Organization / Facility Manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
- e) The Purchaser acknowledge that regular and timely payment of the maintenance charges is a “must” and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the said Building and that non-payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other right which the Owner/Vendor No. 2/Developer and upon formation of the Holding Organization, the Owner/Vendor No. 2/Developer and/or the Holding Organization as the case may be shall be entitled to and are hereby authorized :

- (i) to disconnect the Supply of Water ;
- (ii) to disconnect the Supply of Electricity;
- (iii) to prevent the use of Lift;

AND the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% (two percent) per month and the Purchaser hereby further waives the right for service of notice in the event of any default in non-payment of such maintenance charges.

- f) Upon sale and transfer of all the flats/units/apartments constructed spaces and car parking spaces, the Owner/Vendor No. 2/Developer along with the owners of the various flats/units/apartments constructed spaces and car parking spaces shall form a Holding Organization / Syndicate / Management Company / Society / Association (hereinafter referred to as the **HOLDING ORGANIZATION**) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition

of common services and the Purchaser hereby commit himself/herself/themselves/itself to become a member of such Holding Organization and to make payment of the maintenance charges to such Holding Organization regularly and punctually and shall also observe the rules and regulations which may be framed by such Holding Organization.

5. **GENERAL**

5.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the Owner/Vendor No. 2/Developer / Holding Organization shall be entitled to appointment of a Facility Manager and the Purchaser hereby consent to appointment of a Facility Manager and in the event of such Facility Manager being appointed the Purchaser shall regularly and punctually make payment of the maintenance charges as more fully described in the **SEVENTH SCHEDULE** hereunder written and other amounts including the proportionate share of the remuneration which may be required to be paid to such Facility Manager.

5.2 The Purchaser his/her/their licensees or his nominees will also hold, use and enjoy the said Flat/Unit and the Properties Appurtenant Thereto strictly subject to the easements and rights reserved and/or granted as per the **FIFTH SCHEDULE** hereto.

5.3 The said Building and Premises shall always be known as “.....” comprising of building and infrastructure constructed at the said Premises and the flat holders shall not be entitled to change the name at any time in future nor to segregate or divide the said Premises or the land comprised therein.

6. **ENFORCEMENT OF THE COVENANTS**

6.1 The Covenant regarding payment of Maintenance Charges / Common Expenses and regarding use of the Common Parts and Portions and Observance of House Rules as laid down in the **SIXTH SCHEDULE** is for mutual benefit of all Flat Holders and in the event of any default on the part of the Purchaser in making payments of the proportionate share of maintenance charges to the Owner/Vendor No. 2/Developer / Holding Organization or Facility Manager / Agent appointed by them then in that event the Owner/Vendor No. 2/Developer / Holding organization shall be entitled to disconnect the supply of electricity, discontinue the supply of water or prevent the use of lift or discontinue other facilities. It is hereby further agreed and declared by and between the Parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the Flat Owners/Flat Holders, in the

event of any default on the part of the Flat Holders in performing the obligations in terms of this Indenture the Owner/Vendor No. 2/Developer / Holding Organization shall be entitled to enforce the same.

7. **RESERVATION & SUPERCESSION**

- 7.1 This Deed supersedes all other writings, understandings, agreements, brochures and any other agreement between the parties hereto and the Purchaser agrees not to rely on the same.
- 7.2 The right of the Purchaser shall remain restricted to the said Flat/Unit and the Properties Appurtenant Thereto and Common Areas and Portions and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said premises. The Owner/Vendor No. 2/Developer shall be entitled to sell and transfer the said side open spaces by way of Open Car Parking/Two Wheeler Parking zones or areas including to any outside purchaser also.
- 7.3 It is clearly understood and envisaged that the Owner/Vendor No. 2/Developer shall always be entitled to use and utilize the side open spaces for any of its purposes including to create car parking and vehicle zones in the side open spaces and to sell the car parking areas and spaces independently and the Purchaser undertake not to make or raise any objection thereto.
- 7.4 The Owner/Vendor No. 2/Developer shall be entitled to deal with, dispose of use or transfer the unsold areas in such manner and together with such rights and privileges as may be desired by it at its sole discretion and the Purchaser or the Association shall not be entitled to object to the same.
- 7.5 The Purchaser covenant that the Purchaser and/or Association shall not at any point of time object or oppose the use of the roof by the Owner/Vendor No. 2/Developer for installation, upkeep and/ or maintenance of antenna and/ or V-sat towers or hoardings and to maintain the same with or without electricity illumination, etc.
- 7.6 The Owner/Vendor No. 2/Developer shall be entitled to all future vertical/horizontal exploitation of the said building and/or the said Premises by way of additional construction or adding another floor or floors or otherwise, subject to the permission and/or sanction of the municipal authorities to be obtained in due course and/or as may be regularized in due course.

- 7.7 The Purchaser shall have common rights along with the other flat/unit holders to the demarcated portion of the roof as will be demarcated by the Owner/Vendor No.2/Developer which shall also accommodate the lift room, staircase housings and the overhead water tanks and the rest of the roof which shall be under the exclusive ownership, control, use and possession of the Owner/Vendor No. 2/Developer or its transferees and/or assignees for use the same for any commercial purpose including for installation of antenna towers construction of undivided saleable roof gardens or pent houses, etc. and all other additional structures constructed thereon.
- 7.8 The Owner/Vendor No. 2/Developer reserves the right to raise the further storey or storeys on the roof of the new building as may be sanctioned in future in which case the demarcated portion of the ultimate roof after such construction meant to be common will be demarcated as such in terms of this Agreement and the Purchaser undertake not to make or raise any objection to such construction of the further storeys in any manner whatsoever.
- 7.9 The Purchaser hereby appoint the Owner/Vendor No. 2/Developer as the duly authorized Constituted Attorney of the Purchase for the purpose of revision, alteration, modification, extension, regularization of the sanctioned plan in connection with construction of further floor or floors upon the said Building and for all the allied purposes related thereto including in the matter of vertical or horizontal extension of the said Building and Premises including for the extension of facilities, amenities and benefits to the same to such subsequently constructed floors or areas.
- 7.10 The Purchaser(s) as the Flat Holder hereby consents that notwithstanding anything to the contrary stated under the Sale Agreement or under any law for the time being in force the Owner/Vendor No. 2/Developer shall be entitled to apply for modification, alteration, extension and/or regularization of the Sanctioned Plan and/or any construction added subsequently.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(DEFINITIONS)

1. In this Indenture words and expression used shall unless they be contrary and/or repugnant to the context have the following meanings:-
- 1.1 **COMMON AREAS** shall mean all the common areas, facilities, amenities, erections, constructions and installations comprised in the said Premises and/or the Building and expressed

or intended by the Owner/Vendor No. 2/Developer at their absolute discretion for common use and enjoyment of the unit holders as specified under the **FOURTH SCHEDULE** hereunder written but shall not include the open car parking spaces or such spaces which are capable of being used for the parking of cars which the Owner/Vendor No. 2/Developer may use or permit to be used for parking cars and all other open and covered spaces at the said Premises and the Owner/Vendor No. 2/Developer shall have the absolute right to deal with the same to which the Purchaser hereby consents.

1.2 **COMMON EXPENSES** shall include all expenses to be incurred by or on behalf of the Flat Holders for the maintenance and upkeep of the said Building and the said Premises and/or expenses for the common purposes as may be allocated by the Owner/Vendor No. 2/Developer and upon its formation by the Holding Organisation, including those specified under the **SEVENTH SCHEDULE** hereto.

1.3 **COMMON PURPOSES** shall mean and include the purposes of managing and maintaining the said Building or the Premises and in particular the common areas, collections and disbursement of the common expenses and dealing with the matters of common interest of the Flat Holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.

1.4 **HOLDING ORGANIZATION** shall mean the service agency if any appointed by the Owner/Vendor No. 2/Developer for collecting recurring maintenance and service charges on proportionate basis and electricity charges on the basis of construction and to carry out the upkeep and maintenance including maintenance of the common areas of the said Building Complex and/or the Association of the Flat Holders upon its formation.

1.5 **LAND** shall mean the land comprised in the said Premises described under the **SECOND SCHEDULE** hereto.

1.6 **BUILDING/S** shall mean the new Building to be known as “.....” which shall also include the further blocks or floors to be constructed or added at or in respect of the said Premises and other saleable areas, both open and covered and car parking spaces and also comprising of various utilities and service areas and common parts and portions to be developed and/or constructed by the Owner/Vendor No. 2/Developer at the said Premises.

1.7 **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation pertaining to the said Premises including any modification and/or alteration and/or revision and/or amendment and also any regularization thereof as aforesaid.

10.8 **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion or ratio which any particular Built-up Area of any Flat or Unit bears to the total Built-up Area with reference to the common parts, portions, service and maintenance area or facilities and benefits and the land comprised at the said Premises.

1.9 **RESTRICTIONS / HOUSE RULES & OTHER OBLIGATIONS** shall mean and include those set out under the **SIXTH SCHEDULE** hereunder which shall be observed and performed by the Purchaser and/or Flat Holders after possession as the covenants running with the said Premises.

1.10 **SAID PREMISES** shall mean ALL THAT the Premises No. 75/2A, Hazra Road, Kolkata – 700029, admeasuring 8 Cottahs 10 Chittacks 32 Sq. Ft. out of total land area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less situated within Ward No. 85, P.S. Rabindra Sarabor, described under the **SECOND SCHEDULE** hereunder written.

1.11 **SAID FLAT/UNIT** shall mean **ALL THAT** the Unit No..... admeasuring Sq. Ft. Carpet Area and Sq. Ft. (Super Built-up Area) (be the same a little more or less) on theFloor of the said Building at the said Premises, more specifically described under the **THIRD SCHEDULE** hereunder written and it is expressly agreed by and between the parties hereto that the determination of the Super Built-up is conclusive and binding on the Purchaser.

1.12 **CARPET AREA** with reference to any Flat or Unit shall mean the living area devoid of the thickness of walls and also excluding any area open to the sky.

1.13 **SUPER BUILT-UP AREA** shall mean the Built-up Area of any Unit together with thickness of the outer walls provided that in case of the wall being shared with any adjacent unit 50% thereof further together with proportionate undivided share of the area comprised in all the common areas parts and portions and it is expressly agreed by and between the parties hereto that the determination of the Super Built-up Area of any unit by the Architect shall be conclusive and binding on the parties.

1.14 **PURCHASER** shall mean and include his/her/each of their respective/its successors-in-interest and/or assigns.

1.15 **FLAT/UNIT** shall mean the part or portion of the Building as is capable of being held, used, occupied, possessed, transferred and/or enjoyed independently.

1.16 **FLAT HOLDER** shall mean any person or party entitled to use, enjoy, occupy, possess any unit or units for the time being with the incidents of transfer whether formal instrument or transfer has been executed and/or registered or not and includes the Purchaser(s).

1.17 **MASCULINE** shall include the Feminine and vice-versa;

1.18 **SINGULAR** shall include the Plural and vice-versa, as per the context.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Said Premises)

ALL THAT the piece and parcel of Land admeasuring an area of 8 Cottahs 10 Chittacks 32 Sq. Ft. out of total land area of 9 Cottahs 12 Chittacks 40 Sq. Ft. more or less including easement, ingress, egress and common passage being the Municipal Premises No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029, K.M.C. Ward No. 85, together with multi storied building constructed thereon namely,
butted and bounded in the following, that is to say:-

ON THE NORTH : Hazra Road;

ON THE EAST : Partly by Premises No. 75/1, Hazra Road, Partly by Premises No. 17, Sevak Baidya Street and Partly by Premises No. 16/A, Sevak Baidya Street;

ON THE SOUTH : Common Passage leading to Sevak Baidya Street; and

ON THE WEST : Partly by Premises No. 75/3B, Hazra Road, Partly by Premises No. 75/3A, Hazra Road and Partly by Premises No. 15/C, Sevak Baidya Street.

OR HOWSOEVER OTHERWISE THE SAME IS BUTTED BOUNDED KNOWN AND NUMBERED

THE THIRD SCHEDULE ABOVE REFERRED TO:**(Said Flat/Unit)**

ALL THAT the Flat No..... admeasuringSq. Ft. Super Built-up Area (Plan of Floor annexed), having Built-up Area ofSq. Ft. and having a Carpet Area (as per HIRA Act) ofSq. Ft. and Balcony Area of Sq. Ft. on the Floor of the said Building together with 1 (One) Car Parking Space at the Ground Floor on the said Premises being No. 75/2A, Hazra Road, Police Station – Rabindra Sarabor (formerly known as Lake), Kolkata – 700029, K.M.C. Ward No. 85, as shown in the Plan of the said Floor and Car Parking Plan and bordered **RED** thereon (which premises is more specifically described under the **SECOND SCHEDULE** hereinabove written) TOGETHER WITH undivided proportionate share in the land and common areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(Common Areas)**

1. The Foundation, Columns, Beams, Supports Corridors, Lobbies, Stairs, Stairways, Landings Entrances Exists and Pathways Ramp Driveways;
2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room;
3. Common Passage and Lobby on Ground Floor excepting Car Parking Area, if any;
4. Tubewell, if any;
5. Water Pump, Water Tank, Water Pipes and other Common Plumbing Installation;
6. Transformer if any, Electric Wiring, Motor and Fittings;
7. Drainage and Sewers including Main Holes, Septic Tank, etc.;
8. Pump House;
9. Fire System Water Tank;
10. Letter Boxes;

11. Boundary Walls and Main Gates;
12. Intercom Systems;
13. Portion of the Roof comprising of Overhead Water Reservoir and Lift Machine Room;
14. Water Filtration Plant at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata;
15. Generator, if any at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata;
16. Such other Common Parts Areas Equipments Installations Fixtures Fittings Covered and Open Space in or about the said Premises and/or the Building as are necessary for passage to or use and occupancy of the Flats/units and as are specified but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Owner/Vendor No.2/Developer for different purposes;
17. The Owner/Vendor No.2/Developer shall be entitled to retain a separated portion of the ultimate roof for putting up V-Sat Tower, hoardings, neon-signs and allow third parties to use or occupy the same for similar purposes such portion of the Roof shall not be treated as Common and the Purchaser consent to the same. The Rest of the ultimate Roof shall be common.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
(EASEMENTS OR QUASI-EASEMENTS)

(The under-mentioned rights easements and quasi-easements, privileges and appurtenances shall be reserved in the said Building for the Owner/Vendor No.2/Developer and the Agents or the Facility Managers appointed by them)

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in the ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said Flat/Unit and the Properties Appurtenant Thereto) of the other part or parts of the Building through pipes, drains,

wires, conduits lying or being under through or over the Said Flat/Unit and the Properties Appurtenant Thereto so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the said Building by all parts of the Said Flat/Unit and the Properties Appurtenant Thereto as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Flat/Unit and the Properties Appurtenant Thereto or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said Building.

4. The right of the Owner/Vendor No.2/Developer and/or occupier or occupiers/Holding Organization / Facility Managers/ Agents the purpose of ingress and egress to and from such other part or parts of the said Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the New Building.

5. The right of the Owner/Vendor No.2/Developer /Holding Manager / Facility Managers (or their authorized agents) with or without workmen and necessary materials to enter from time to time upon the Said Flat/Unit and the Properties Appurtenant Thereto for the purpose of repairing so far as may be necessary such pipes drains wires and conduit Underground/Overhead Reservoir, Firefighting Equipment as aforesaid PROVIDED ALWAYS the Owner/Vendor No.2/Developer / Holding Organization / Facility Managers and other person or persons shall give to the Purchaser 24 (twenty four) hours' prior notice in writing of their intention of such entry as aforesaid.

6. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Flat/Unit and the Properties Appurtenant Thereto or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Owner/Vendor No.2/Developer / Holding Organizations / Facility Managers and their Agents the rights easements, quasi-easements privileges and appurtenances hereinbefore contained and those others.

7. The right of access and passage in common with the Owner/Vendor No.2/Developer / Holding Organizations / Facility Managers and their Agents and other occupiers of the said Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the Building and the said Premises.

8. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat/Unit and the Properties Appurtenant Thereto with or without vehicles over and along the drive-ways and pathways of the said building comprised in the said Premises PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the passage driveways and pathways in the said Building.

9. The right of support shelter and protection of the Said Flat/Unit and the Properties Appurtenant Thereto by or from all parts of the Building so far they now support shelter or protect the same.

10. The right of passage in common as aforesaid electricity water and soil from and to the Said Flat/Unit and the Properties Appurtenant Thereto through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Flat/Unit and the Properties Appurtenant Thereto and for all purposes whatsoever.

11. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the said Building and the said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat/Unit and the Properties Appurtenant Thereto in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Owner/Vendor No.2/Developer / Holding Organization / Facility Manager and their Agents and other occupiers of the other flats/units and portions of the said Building.

12. The Purchaser shall be liable to pay the Maintenance charges more fully described in the **SEVENTH SCHEDULE** hereunder written for the enjoyment of the common areas / parts / portions facilities and utilities to the Owner/Vendor No.2/Developer or the Facility Managers / Agents appointed by the co owners for the purpose of maintenance of the same and to the Holding Organization or Facility Manager appointed by the said Holding Organization upon transfer of the management and maintenance of the common parts and portions of the said building to the Holding organization promoted by the co-owners.

THE SIXTH SCHEDULE ABOVE REFERRED TO :
(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the Said Flat/Unit and the Properties Appurtenant Thereto, the Purchaser agrees and covenants:-

(i) To co-operate with the Owner/Vendor No.2/Developer and/or Association in the management and maintenance of the said Building;

(ii) To observe the rules or regulations as may be framed from time to time by the Owner/Vendor No.2/Developer and/or Association in respect of the Said Building;

(iii) To allow the authorized representatives of the Owner/Vendor No.2/Developer and/or Association with or without workmen to enter into the Said Flat/Unit and the Properties Appurtenant Thereto for the purpose of maintenance and repairs;

(iv) To pay the charges of the electricity and other utilities in or relating to the Said Flat/Unit and the Properties Appurtenant Thereto wholly for the Said Flat/Unit and the Properties Appurtenant Thereto and proportionately in relating to the common parts;

(v) Not to sub-divide the Said Flat/Unit and/or the Car Parking Space, if allotted, or any portion thereof;

(vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Flat/Unit and the Properties Appurtenant Thereto or in the said Building and /or compound or in any portion of the said Building or in the Common Parts save at the places indicated therefor;

(vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the Said Flat/Unit and the Properties Appurtenant Thereto or in the common areas and not to block any common areas and not to block any common area of the said Building in any manner;

(viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the said building or damage the floor or roof or outer walls of any Flat/Unit;

(ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof;

- (x) Not to fix or install air-conditioner/s in the Said Flat/Unit and the Properties Appurtenant Thereto save and except at the place/ s which have specified in the Said Flat/Unit and the Properties Appurtenant Thereto for the same;
- (xi) Not to do or cause anything to be done in or around the Said Flat/Unit and the Properties Appurtenant Thereto which may cause or tend to cause or tantamount to cause or affect any damage to the Said Flat/Unit and the Properties Appurtenant Thereto or to the flooring or ceiling of the Said Flat/Unit and the Properties Appurtenant Thereto or any other portion over or below the Said Flat/Unit and the Properties Appurtenant Thereto or adjacent to the Said Flat/Unit and the Properties Appurtenant Thereto in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (xii) Not to damage or demolish or cause to be damaged or demolished the Said Flat/Unit and the Properties Appurtenant Thereto or any part thereof or the fittings and fixtures affixed thereto;
- (xiii) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Flat/Unit and the Properties Appurtenant Thereto;
- (xiv) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xv) Not to fix or install any antenna on the roof of the said Building or any window antenna;
- (xvi) Not to make in the Said Flat/Unit any structural additions and/or alterations such as beams columns, partitions, walls, etc. or improvements of a permanent nature except with the prior approval in writing of the concerned authority;
- (xvii) Not to use the Said Flat/Unit and the Properties Appurtenant Thereto or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Premises and the neighboring premises and shall not use the Said Flat/Unit and the Properties Appurtenant Thereto for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, dance classes or tutorial centers, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;

(xviii) Not to use the car parking space, if any allotted to the Unit Holders, or permit the same to be used for any other purpose whatsoever other than for the parking of the Unit Holders' own car and not to raise or put up any kutchha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;

(xix) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the said Building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser have been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;

(xx) To use only those common areas as are mentioned in the **FOURTH SCHEDULE** hereto, for ingress and egress to the Said Flat/Unit and the Properties Appurtenant Thereto, in common with the other occupiers of the said Building and the Purchaser shall have no right on any other portion and/or space in the said Building and/or the Said Building or Complex.

(xxi) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling, etc. of the Said Flat/Unit and the Properties Appurtenant Thereto in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the said Building indemnified from and against the consequences of any damage arising therefrom;

(xxii) Not to put of affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls of the Said Flat/Unit and the Properties Appurtenant Thereto and/or Building save at the place and in the manner expressly permitted in writing by the Owner/Vendor No.2/Developer or the Holding Organization;

(xxiii) Not to obstruct or object to the Owner/Vendor No.2/Developer/Holding Organization doing or permitting any one to do any construction, alteration or work in the said Premises and/or the Building;

(xxiv) Not to affix or draw any wires, cables, pipes, etc., from and to or through any of the common areas or other Flats;

(xxv) The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Owner/Vendor No.2/Developer) and shall not do any

act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Owner/Vendor No.2/Developer;

(xxvi) To regularly and punctually pay and discharge to the Owner/Vendor No. 2/Developer or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Flat/Unit and the Properties Appurtenant Thereto and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the **SIXTH SCHEDULE** hereunder written in advance within the 7th day of every month according to the English Calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Flat/Unit and the Properties Appurtenant Thereto has been taken or not by the Purchaser;

(xxvii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Owner/Vendor No.2/Developer and/or Holding Organisation and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by them shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;

(xxviii) So long as each Flat/Unit in the building is not separately assessed and mutated, the Purchaser shall from the deemed date of possession, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Premises, such proportion to be determined by the Owner/Vendor No.2/Developer on the basis of the area of the Said Flat/Unit and the Properties Appurtenant Thereto;

(xxviii) After taking delivery of the Said Flat/Unit and the Properties Appurtenant Thereto, the Purchaser shall take steps to have the Said Flat/Unit and the Properties Appurtenant Thereto separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

(xxix) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Owner/Vendor No.2/Developer / Holding Organisation and/or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Flat/Unit and the Properties Appurtenant Thereto, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition, the Said Flat/Unit and the Properties Appurtenant Thereto shall be deemed to be charged in favour of the Owner/Vendor No.2/Developer or the Holding Organisation or the Association as the case may be, for all such amounts falling due together with interest;

(xxx) In case the Owner/Vendor No.2/Developer or the Holding Organisation and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Owner/Vendor No.2/Developer or the Holding Organisation or the Association and also interest at the rate of 2% (two percent) per month for the period of default on all amounts remaining unpaid together with reconnection charges;

(xxxi) Not to constitute or attempt to constitute any break-away Holding Organisation or Association and/or gathering other than the validly constituted Holding Organisation or Association.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of maintaining, redecorating and renewing, etc. of the main structure, the roof, gutters and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipment, in under or upon the said Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one flat in the said Building, main entrance, landing and stair cases of the said Building and enjoyed by the Purchaser or used by him/her/them/it in common as aforesaid and the boundary walls of the building, compounds, terrace on 4th floor level, lifts, pumps, reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said Building so enjoyed and used by the Purchaser in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, chowkidars, sweepers, caretakers, plumber, security guards, gardeners, electricians, etc..
4. Maintaining and operating the Lifts.
5. Providing and arranging for the emptying receptacles for rubbish.
6. Paying all rates taxes duties charges assessments and outgoing whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the said Building or any part thereof excepting in so far as the same are responsibility of the individual owners/ occupiers of any Flat/Unit.

7. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Purchaser of any flat.
8. Generally managing and administering the development and protecting the amenities in the said Building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the units.
9. Keeping the private road and/or passage in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
10. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the said Premises.
11. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the said Building excepting those which are responsibility of any other occupier or purchaser of any flat/unit.
12. The proper maintenance renewal and insurance of equipments as the Owner/Vendor No.2/Developer/Holding Organisation/Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
13. All such other expenses and outgoing as are deemed by the Owner/Vendor No.2/Developer / Holding Organisation/Association to be necessary for an incidental thereto.

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

SIGNED AND DELIVERED

by the **OWNER/VENDOR NO.1** at Kolkata

in the presence of:

SIGNED AND DELIVERED

by the **OWNER/VENDOR NO.2/DEVELOPER**

at Kolkata in the presence of:

SIGNED AND DELIVERED

by the **PURCHASER/ALLOTTEE** at Kolkata

in the presence of:

SIGNED AND DELIVERED

by the **OWNERS/CONFIRMING PARTY**

at Kolkata in the presence of:

Drafted by:

Advocate

MEMO OF CONSIDERATION

RECEIVED by the within-named Owner/Vendor No. 2/Developer from the within-named Purchaser the total sum of Rs..... (Rupees.....) only of the lawful money of the Union of India being the entire consideration paid by various cheques from time to time as recorded below:-

OWNER/VENDOR NO.2/DEVELOPER

Witnesses: