

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is executed on this the day of **TWO THOUSAND AND NINETEEN (2019)**

-BETWEEN –

(1) ANAND INDUSTRIES PVT LTD (PAN AAECA6158Q) a company within the meaning of the Companies Act 1956 having its registered office at Village and Post Office - Salap, Police Station- Domjur, District Howrah, **(2) CLS LTD (PAN AABCC1749E)** a company within the meaning of the Companies Act 1956 having its registered office at 20 Salkia School Road, P S Golabari, Howrah 711 106, **(3) INNOVATIVE INFOWORLD PRIVATE LIMITED (PAN AADCI7032E)** a company within the meaning of the Companies Act 1956 having its registered office at 46/1, College Road, Police Station-Shibpore, Howrah-711 103, **(4) SHIVGANGA NIWAS PVT LTD (PAN AAMCS7933B)** a Company within the meaning of Companies Act, 1956, having its registered office at 20/2, Salkia School Road, Salkia, Police Station-Golabari, Howrah-711 106 **(5) UMAPUTRA TIE-UP PVT LTD (PAN AABCU0557A)** a company within the meaning of the Companies Act 1956 having its registered office at P-829/A, Lake Town, Block - A. Kolkata - 700 089 **(6) RAJLAKSHMI MARKETING PRIVATE LIMITED (PAN AAECR0256J)**, a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 829/A, Lake Town Block A, Kolkata - 700 089, **(7) RAUNAK PROPERTIES PRIVATE LIMITED (PAN-AABCR8161K)**, a Company duly registered and incorporated under the meaning and provision of the Companies Act, 1956 having its registered office at the Premises No.6, Hanspukur Lane, 4th Floor, Kolkata - 700007. The Owners abovenamed are represented by **MR.RAUNAK JHUNJHUNWALA (PAN AEYPJ0495G)**, son of Sushil Kumar Jhunjhunwala, by faith-Hindu, by occupation-Business, working for gains at 6, Hanspukur Lane, Fourth Floor, Police Station-Posta, Post Office-Burrabazar, Kolkata-700 007 as the Constituted Attorney of the Owner Nos. 1, 2, 3, 4, and as the Managing Director of the Owner Nos. 5, 6 and 7, hereinafter called and referred to as the **OWNER/DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART.**

AND

RAUNAK PROPERTIES PRIVATE LIMITED (PAN-AABCR8161K), a Company duly registered and incorporated under the meaning and provision of the Companies Act, 1956 having its registered office at the Premises No.6, Hanspukur Lane, 4th Floor, Kolkata - 700 007 represented by its Managing Director **MR. RAUNAK JHUNJHUNWALA (PAN AEYPJ0495G)**, son of Sushil Kumar Jhunjhunwala, by faith-Hindu, by occupation-Business, working for gains at 6, Hanspukur Lane, Fourth Floor, Police Station-Posta, Post Office-Burrabazar, Kolkata-700 007, hereinafter called and referred to as the **DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART.**

AND

..... (PAN),, by faith- Hindu, by occupation-, by nationality- Indian, residing at, hereinafter called and referred to as the '**PURCHASER**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART**.

Whereas one Anil Kumar Bose and Sudhir Kumar Bose, Arun Kumar Bose were the joint owners of all that piece and parcel of land lying and situated at Holding no. 436, Grand Trunk Road (North).

And whereas Anil Kumar Bose, Sudhir Kumar Bose and Arun Kumar Bose, sold, transferred and conveyed a piece and parcel of land admeasuring 2 Bighas, 15 Cottahs, 10 Sq. ft. unto in favour of Jethmull Bhansali, Jesraj Bhansali, Vicun Chand Bhansali, Bhanwarlal Bhansali, Askaran, Bhansali and Sugam Chand Bhansali by way of sale deed dated 01.10.1948 and the same was registered with the office of Registrar of Assurance, Calcutta and recorded in Book no. I, Volume no. 106, Pages 58 to 65, Being no. 3746 for the year 1948.

And whereas said Askaran Bhansali died on 20th December, 1961 leaving behind him his mother Dhanni Devi Bhansali, his wife Kani Devi Bhansali, two sons viz. Motilal Bhansali, Jiwari Bhansali (minor) and five daughters namely Ratani Devi Nahta, Hulasi Devi Patawari, Jiwani Devi Pugalia, Pukhrai Devi Daga and Chandarkali Bhansali (minor), who inherited jointly the one sixth share in said property i.e. each having 1/54th share out of which excepting Jiwari and Chandarkala all other sisters, his wife and mother released their shares, right, title, interest and possession interests in the said property in favour of Motilal Bhansali by a registered Deed of Release dated 30th March, 1962 and as such Motilal Bhansali inherited 7/54th share, Jiwari inherited 1/54th share and Chandarkala Bhansali now Garia inherited 1/54th share in the said property.

And whereas said Jesrai Bhansali and Others filed a suit, being Special Suit no. 41 of 1972 in the Hon'ble High Court at Calcutta to arbitrate the disputes through arbitration as being provided in the Deed of Arbitration as being provided in the Deed of Partnership dated 26th December 1961 against Bhanwarlal Bhansali & ors.

And whereas said Sugam Chand Bhansali died on 8th August 1972 leaving behind him two sons viz. Hanumanmall Bhansali, Chinilal Bhansali and one daughter Surai Devi Chopra who have jointly inherited one sixth share in the said property each having an equal 1/18th share.

And whereas said Jethmal Bhansali died on 21st June, 1982 leaving behind him three sons viz. Birdhi Chand Bhansali, Manik Chand Bhansali, Shrichand Bhansali and one daughter Kanchan Devi Bhandani and his heirs and legal representatives who jointly inherited the one sixth share in the said property each having one-Twenty Fourth share.

And whereas the said Jersai Bhansali died on 9th November, 1984 behind him his wife Kalkatti Devi Two sons Rawatmal and Dharam Prakash and five daughters viz. Kesar Devi Pugalía, Kiran Devi Bothra, Sujani Devi Pagaria, Sampat Devi Sekhani and Sukhraj Devi Bothra out of which widow and all daughter by two separate registered Deed of Release execute on 14th May, 1986 and 7th June, 1986 released their right, title, interest and possession in favour of Rawatmal Bhansali and Dharam Prakash Bhansali thereby the said two brothers jointly inherited one sixth share each having one tweleveth share in the same by this Rawatmal Bhansali died on 20th November, 2003, leaving behind him his wife Sajjan Bhansali and only one Dhiraj Kumar Bhansali as such Dharam Prakash Bhansali inherited 1/12th share and Sajjan Bhansali and Dhiraj Kumari Bhansali inherited 1/24th share each.

And whereas said Bhanwarlal Bhansali died on 16th December, 1996 leaving behind him his one son Vikram Bhansali and four daughters viz. Gulah Devi Bothra, Pushpalata H. Tantia, Saroj Baid and Anju Sethia and as during lifetime the said Bhanwarlal Bhansali expressed his desire to give ½ share in the said property to his brother Kundanmal Bhansali as such kundanmal Bhansali inherited 1/12th share and his son and four daughters inherited 1/60th share in the said property.

And whereas said Bhikan Chand Bansali alias Vicun Chand Bhansali died intestate on 4th April, 2002 authorizing behind him his four sons viz. Mohanlal Bhansali, Bimal Sing Bhansali and Raj Kumar Bhansali and Kamal Singh Bhansali 1/24th share each in the said property.

And whereas thus said Bridhi Chand Bhansali, Manick Chand Bhansali, Shrichand Bhansali, Kanchan Devi Bhadani, Motilal Bhansali, Jiwraj Bhansali, Chandrakala Giria, Hanumanmall Bhansali, Chunnilal Bhansali, Suraj Devi Chopra, Dharam Prakash Bhansali, Dhiraj Kumar Bhansali, Sajjan Kumar Bhansali, Mohanlal Bhansali, Kamal Sing Bhansali, Bimal Singh Bhansali, Raj Kumar Bhansali, Kundanmal Bhansali, Vikram Kumar Bhansali, Gulab Devi, Bothra, Pushpalata H. Tantia, Saroj Baid, and Anuj Sethia became the joint owners of the said land admeasuring 2 Bighas, 15 cottahs, 10 Sq. ft and they also substituted as parties of the said suit.

And whereas another proceeding had been initiated by moving an application being G. A. No.384 for the year 2007.

And whereas in proceedings of the said Suit no. 41 of 1972 Mr. L.C. Bihani and Mr. D. S. Mullick, both the Learned Advocates were appointed as Joint Receivers by the Hon'ble High Court, Calcutta in respect of Partnership Firm M/s. Partabmull Gobindram of 117/119 Pt. Purushottam Roy Street, Kolkata-700007 as also upon the properties under occupation of the said Partnership firm being the said property having Premises no. 436, Grand Trunk Road (North), Howrah-711101.

And whereas a compromise or Settlement Petition was filed by and on behalf of all the parties concerned in the said proceedings before the Hon'ble High Court at Calcutta and upon consideration thereof the Hon'ble High Court has been pleased to pass a consent decree disposing of the said suit and the said application on 5th September 2007.

And whereas in compliance of the said Order of the Hon'ble Court the Learned Joint Receivers convened and held two meetings on 3rd 2007 and 12th October 2007 and after considering the offers received by them for sale of the said property treating the same total 56 (fifty six) Cottahs as consolidated area and found that the proposal or offer of one M/s. Bajrangbali Builders to be the highest.

And whereas all the parties present in the said meetings accepted the said offer of the said M/s. Bajrangbali Builders and accordingly the Learned Joint Receiver confirmed the said offer of M/s. Bajranbali Builders and the part payment of the said consideration value was made.

And whereas later on the said M/s. Bajrangbali Builders, nominated Mangalam Education Society to purchase the said land.

And whereas said Bridhi Chand Bhansali and 22 Others sold, conveyed and transferred ALL THAT piece and parcel of land admeasuring 2 (two) Bighas, 16 (sixteen) Cottahs a little more or less situated at Municipal Holding no. 436, Grand Trunk Road (North), P.S. Golabari unto and in favour of to MANGLAM EDUCATIONAL SOCIETY by way of Sale Deed dated 4.12.2007 and the same was registered at the office of the Additional District Sub Registrar at Howrah and the same was recorded in the Book no. I, C D Volume no. 4, Pages no. 1824 to 1854, Being no 04342 for the year 2007.

And whereas said Manglam Educational Society executed a Deed of Declaration dated 3.4.2014 whereby and where under said Manglam Educational Society rectified some mistakes crept in the said Deed of Sale dated 04.12.2007. Being no. 4342 and the said Deed of Declaration was duly registered with the office of Additional District Sub Registrar at Howrah and recorded in Book no. I, CD volume no. 4 Pages 7297 to 7304, Being no. 2068 for the year 2014.

And whereas Mangalam Educational Society sold transferred and conveyed ALL THAT undivided Land measuring more or less 7 Cottahs out of 56 Cottahs and in favour of Anand Industries Pvt. Ltd. by way of a Deed of Conveyance dated 5th April 2013 and the same was duly registered with the office of District Sub Registrar at Howrah and recorded in Book no. I, CD Volume no 12, Pages no. 525 to 548, Being no. 03604 for the year 2013.

And whereas Mangalam Educational Society sold transferred and conveyed ALL THAT undivided Land measuring or less 7 Cottahs out of 56 Cottahs and in favour of CLS Ltd. by way of a Deed of Conveyance dated 5th April 2013 registered before the District Sub Registrar of Howrah registered in Book no. I, CD Volume no.12, Pages no.549 to 572, Being no. 03602 for year 2013.

And whereas the said decree was acted upon by all the parties concerned and the said decree was also drawn up and completed in accordance with law pursuant to an order dated 11th April, 2014 passed by the Hon'ble Calcutta High Court in G.A. No.949 of 2014 connected with Special Suit No. 41 of 1972.

And whereas said Mangalam Educational Society, Anand Industries Pvt.Ltd., CLS Ltd. executed a Deed of declaration dated 24 .3.2015 whereby and where under said Mangalam Educational Society, Anand Industries Pvt. Ltd., CLS Ltd. rectified some mistakes crept in the Sale Deed dated 5.4.2013, Being no. 3604 and Sale Deed dated 05.04.2013, Being no. 3602 and Said Deed of declaration was duly registered with the office of District Sub Registrar Howrah and recorded in Book no. I, CD Volume no. 10, Pages 3787 to 3810, Being no. 2837 for the year 2015.

And whereas said Mangalam Educational Society, by way of a sale Deed dated 24.3.2015 sold, transferred and conveyed ALL THAT undivided land admeasuring 7 Cottahs unto and in favour of Anand Industries Pvt. Ltd. and the same was duly registered with the office of District sub Registrar, Howrah and recorded in book no. I, CD Volume no. 10, Pages 3739, Being no. 2875.

And whereas said Mangalam Educational Society, by way of a sale Deed dated 24.3.2015 sold, transferred and conveyed ALL THAT undivided land admeasuring 7 Cottahs unto and in favour of Raunak Properties Pvt. Ltd. and the was registered with the office of District Sub Registrar Howrah and recorded in Book no. I, CD Volume no. 10,Pages 3736 to 3786, Being no. 2876 for the year 2015.

And whereas said Mangalam Educational Society, by way of a sale Deed dated 24.3.2015 sold, transferred and conveyed ALL THAT undivided land admeasuring 7 Cottahs unto and in favour of Shivganga Niwas Pvt. Ltd. and the same was registered with the office of District Sub Registrar Howrah and recorded in Book no. I, CD Volume no. 10,Pages 3787 to 3810, Being no. 2877 for the year 2015.

And whereas said Mangalam Educational Society, by way of a sale Deed dated 24.3.2015 sold, transferred and conveyed ALL THAT undivided land admeasuring 7 Cottahs unto and in favour of Rajlakshmi Marketing Pvt. Ltd. and the same was same was registered with the office of District Sub Registrar Howrah and recorded in Book no. I, CD Volume no. 10,Pages 3811 to 3834, Being no. 2878 for the year 2015.

And whereas said Mangalam Educational Society, by way of a sale Deed dated 24.3.2015 sold, transferred and conveyed ALL THAT undivided land admeasuring 7 Cottahs unto and in favour of Umaputra Tie-up Pvt. Ltd. and the same was same was registered with the office of District Sub Registrar Howrah and recorded in Book no. I, CD Volume no. 10,Pages 3835 to 3857, Being no. 2880 for the year 2015.

And whereas said Mangalam Educational Society, by way of a sale Deed dated 24.3.2015 sold, transferred and conveyed ALL THAT undivided land admeasuring 7 Cottahs unto and in favour of Innovative Infoworld Pvt. Ltd. the same was same was registered with the office of District Sub Registrar Howrah and recorded in Book no. I, CD Volume no. 10,Pages 3858 to 3881, Being no. 2881 for the year 2015.

And whereas said Anand Industries Pvt. Ltd., CLS Ltd., Shivgnaga Niwas Pvt. Ltd., M/s. Rajlashmi Marketing Pvt. Ltd., Umaputra Tie-up Pvt. Ltd., Innovative Infoworld Pvt. Ltd., Raunak Properties Pvt. Ltd. became the joint owners of the said land admeasuring 56 cottahs lying and situated at Mouza Golabari, comprised in R. S. Dag no. 98, 99 to 111, 114/206, 107/201, corresponding to L.R. Dag no. 90, 91, 93 to 98, 101 to 106, 114/206, 107/201 under Holding no. 436, G.T. Road (North).

And whereas said Anand Industries Pvt. Ltd., CLS Ltd., Shivgnaga Niwas Pvt. Ltd., M/s. Rajlashmi Marketing Pvt. Ltd., Umaputra Tie-up Pvt. Ltd., Innovative Infoworld Pvt. Ltd., entered into a Development Agreement dated 28.3.2015 with Raunak Properties Pvt.Ltd. for the purpose of development and construction of multistoried building upon the land and the same was duly registered with the office of Additional Registrar of Assurance – I, Kolkata and recorded in Book no. I, CD Volume no. 8, Pages 3449 to 3485, Being no. 2788 for the year 2015.

And whereas said Raunak Properties Pvt. Ltd. constructed multi storied building upon the said land admeasuring 56 Cottahs.

And whereas said Anand Industries Pvt. Ltd., CLS Ltd., Shivganga Niwas Pvt. Ltd., M/s. Rajlashmi Marketing Pvt. Ltd., Umaputra Tie-up Pvt. Ltd., Innovative Infoworld Pvt. Ltd. executed a Power of Attorney dated 28.03.2015 unto and favour of Raunak Properties Pvt. Ltd. and the same was duly registered with the office of Additional Registrar of Assurance-III, Kolkata and recorded in Book no. IV, CD Volume no. 4 Pages 6437 to 6451, Being no. 1824 for the year 2015.

- A) The Owners have duly appointed the Developer as their Developer for all purposes relating to construction and sale of the constructed spaces by a Power of Attorney dated 28th March 2015 registered before the Additional registrar of Assurances- III, Kolkata registered in Book No I CD volume No 4, Pages 6437 to 6451 being No 01824 for the year 2015.
- B) The land described in the First Schedule hereunder written is outside the purview of the Urban Land (Ceiling & Regulation Act) 1976.
- C) The Owner/ Developer herein has mutated its name in the records and register of the Howrah Municipal Corporation and has been paying the applicable rates and taxes without any default.
- D) The Owner/ Developer herein has obtained a sanctioned building plan from the Howrah Municipal Corporation being building plan No dated for construction of a new building at or upon the Schedule Premises.
- E) The Owner/ Developer herein named the Complex "**TWIN TOWERS**" and the Complex has now popularly come to be known by the said name. The expression Twin Towers wherever used herein shall mean the complex comprising, inter alia, the Said Land and all the buildings and/or structures as have been constructed by Owner/ Developer herein thereon.
- F) During the course of construction the Owner/ Developer invited offers for purchase of self contained residential ownership flats and the Purchaser herein offered to purchase **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT no.** on the

..... **Floor** of the building being **Block -** containing by estimation an area of **Square Feet** (Carpet Area) more or less comprising of bed rooms, One dining-cum-Living room, One Kitchen, toilets and balconies **TOGETHER WITH One allotted common Car Parking Space having** (more or less) at the Project known as **"TWIN TOWERS"** constructed on the premises stated in the First Schedule hereunder written **TOGETHER WITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and for the consideration of **Rs...../- (Rupees**) only and the parties entered into an Agreement on amongst themselves.

- G)** The said Flat is now since completed and the Purchaser has duly satisfied itself as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: _

In consideration of the sum **Rs...../- (Rupees**) only paid by the Purchaser/s herein to the Owner/ Developer (receipt whereof the Owner/ Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) the Owner/ Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT no.** on the **Floor** of the building being **Block -** containing by estimation an area of **Square Feet** (Carpet area) more or less comprising of bed rooms, One dining-cum-Living room, One Kitchen, toilets and balconies **TOGETHER WITH One allotted common Car Parking Space having area** **Sq. ft.** (more or less) at the Project known as **"TWIN TOWERS"** constructed on the premises stated in the First Schedule hereunder written **TOGETHER WITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And **ALL** the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/ Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner/ Developer assure that The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space areas and facilities in the building as described in **Part-I** and **Part-II** for the use occupation and enjoyment of the said flat as detailed in **THIRD SCHEDULE** hereunder written and/or

describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNER/ DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

1. The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owner/ Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
2. The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/ Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/ Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
3. The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/ Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.
4. The Purchaser/s' undivided proportionate interest is impartible in perpetuity.
5. The Owner/ Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owner/ Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
6. The Owner/ Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from, under or in trust for the Owner/ Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, its/his/her/their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASER/S COVENANT/S WITH THE OWNER/ DEVELOPERAS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNER/DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2. The Purchaser has understood the concept, layout and scheme of **TWIN TOWERS** to comprise of Blocks and that all facilities and amenities in all Blocks shall be jointly enjoyed by the purchaser of units in the Complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other Complex developed by the Owner/ Developer shall be permitted in perpetuity.

3. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex and the Purchasers agree and covenants:

i) To Co-Operate With The Other Co-Purchaser/s and the **OWNER/ DEVELOPER** /and /or the Association of Flat Owners in The Management And Maintenance Of The Block/Complex.

ii) **TO OBSERVE** the rules framed from time to time by the **OWNER/ DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.

iii) **TO ALLOW** the **OWNER/ DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNER/ DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

v) **TO DEPOSIT** the amounts reasonably required with the **OWNER/ DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

- vii)** **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- viii)** **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.
- ix)** **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x)** **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi)** **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 construction of the building or any part thereof.
- xii)** **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.
- xiii)** **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv)** **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNER/ DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER/ DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi)** **NOT TO** install grills the design of which have not been suggested or approved by the Architect.
- xvii)** **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii)** **NOT TO** raise any objection whatsoever to the **OWNER'S/OWNER/ DEVELOPER 'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER/ DEVELOPER** subject to approval by the concerned authority.
- xix)** **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNER/ DEVELOPER** and/or any concerned authority.
- xx)** **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to

be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.

xxi) NOT TO raise any objection upon the Owner/ Developer undertaking additional construction in accordance with law and for **the** purpose the Purchaser has duly accorded its consent to the Owner/ Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.

xxii) NOT TO raise any objection as and when the Owner erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/**roof** of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

xxiii) NOT TO raise any objection in the event the Owner/ Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Owner/ Developer and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-owners.

xxiv) NOT TO claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

xxv) NOT TO use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.

xxvi) NOT TO park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNER/ DEVELOPER** .

xxvii) TO ABIDE by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.

xxviii) NOT TO make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owner/ Developer herein including any further constructions, additions or alterations that may be made from time to time.

xxix) NOT TO claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

xxx) NOT TO claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owner/ Developer exercising its right to deal with the same

xxxii) **NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT.**

xxxiii) To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

xxxiiii) The right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) shall be as follows:-

- (i) To park a Medium Sized Motor Car only.
- (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
- (iii) not to keep in the car parking space, anything other than private motor car
- (iv) Not raise or put up any kutcha or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before.
- (v) not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
- (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the purchaser herein.
- (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE SAID PREMISES

THE FIRST SCHEDULE

Title of the Owners

| Date | Purchaser | Vol. No. | Pages | Deed No. | Area |
|-------------|---------------------------------|-----------------|--------------|-----------------|-------------|
| 05.04.2013 | CLS Limited | 12 | 549 - 572 | 03602/13 | 7 Cottah |
| 05.04.2013 | Anand Industries Pvt Ltd., | 12 | 525-548 | 03604/13 | 7 Cottah |
| 24.03.2015 | Anand Industries Pvt. Ltd., | 10 | 3739-3762 | 02875/15 | 7 Cottah |
| 24.03.2015 | Raunak Properties Pvt. Ltd., | 10 | 3763-3786 | 02876/15 | 7 Cottah |
| 24.03.2015 | Shivganga Niwas Pvt. Ltd., | 10 | 2877/15 | | 7 Cottah |
| 24.03.2015 | Rajlakshmi Marketing Pvt. Ltd., | 10 | 3811-3834 | 2878/15 | 7 Cottah |
| 24.03.2015 | Umaputra Tie-Up Pvt. Ltd., | 10 | 3835-3857 | 2880/15 | 7 Cottah |

ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less 56 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 3200 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 8.1 meter wide North side passage including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), Ward No.16, District Howrah, Police Station-Golabari comprised within R.S. Dag No. 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201 corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28, L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari,, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, in the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within Ward No16, of the Howrah Municipal Corporation butted and bounded by:

ON THE NORTH : By Holding No.433, G.T.Road (North) ; Passage of Holding No.435, G.T.Road (North)

ON THE EAST : By Holding No.435, G.T.Road (North) and PWD Road;

ON THE SOUTH : By property of Eastern Railway;

ON THE WEST : By Holding No.432, G.T. Road (North) and 435, G.T.Road(North);

THE THIRD SCHEDULE

(FLAT AND/OR UNIT)

ALL THAT piece and parcel of the **FLAT AND/OR UNIT** nos. on the North-South-East side of the building being **Block-** , in 'Project '**TWIN TOWERS**' containing by estimation an area of **Sq. ft.** (Carpet area) be the same a little more or less, consisting of bed rooms, One dining-cum-living room, One kitchen, Two toilets and balcony **TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Block/Building appurtenant thereto **AND TOGETHER WITH** the proportionate share in common parts portions areas and facilities to comprise in the said

Residential Area/Complex.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS)**

PART-I

(COMMON PARTS and PORTIONS in the BLOCK)

1. Lift, Life Well, Lift Machine Room.
2. Overhead Water Reservoir.
3. Staircase.
4. Entrance lobby.

PART-II

(COMMON PARTS and PORTIONS in the COMPLEX)

1. A.C. Community Hall
2. Open Party lawn Area
3. Swimming Pool with Deck
4. A.C. Gymnasium & Indoor Games Room-
5. Children Park
6. Temple
7. Beautified water body with Fountain
8. Jogging Track
9. CC TV Surveillance
10. Video Door Phone
11. 24 hrs. security guard
12. Security Guard Cabin
13. Intercom
14. 24 hrs. Generator backup.
15. Water de-ionisation Plant
16. Fire Fighting and detection system
17. Transformer

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. Establishment and all other capital and operational expenses of the Association.
2. All charges and deposits for supply, operation and maintenance of common utilities.

3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel
and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

NAME OF PROJECT "TWIN TOWERS."

Flat/Unit Nos.:14C, Floor : 14th Floor, Block : A, Area : **1450Sq. ft.** (Super built-up) be the same a little more or less.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(EASEMENTS)

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
- 6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

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

- 1.
- 2.

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

- 1.
- 2.

SIGNATURE OF THE PURCHAER/S

RECEIVED from the within named Purchaser/s the within mentioned sum of **Rs..... /- (Rupees)** only by way of total consideration money as per Memo below :-

MEMORANDUM OF CONSIDERATION

1.
2.
3.

OWNERS/ DEVELOPER