

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made on this the _____ day of
DECEMBER (2018) TWO THOUSAND AND EIGHTEEN

B E T W E E N

1. SHRI INDRAJIT GUHA, Son of Late Sachindra Nath Guha and Late Manjulika Guha, by Nationality – Indian, by faith Hindu, by Occupation Advocate, having **Income Tax Pan No. ADCPG5885C**, residing at P/529, Raja Basanta Roy Road, Kolkata – 700 029, Police Station Lake, Post Office – Sarat Bose Road, **2.SMT. RANJANA GUHA**, wife of Late Biswajit Guha and daughter in law of Late Sachindra Nath Guha and Late Manjulika Guha, by Nationality – Indian, by faith Hindu, by Occupation Housewife, having **Income Tax Pan No. AEAPG7637P**, residing at P/529, Raja Basanta Roy Road, Kolkata – 700 029, Police Station Lake, Post Office – Sarat Bose Road, and **(3) SMT. MADHURA GUHA**, daughter of Late Biswajit Guha and grand-daughter of Late Sachindra Nath Guha and Late Manjulika Guha, wife of Sri Abhijit De, by Nationality – Indian, by faith Hindu, by Occupation Housewife, having **Income Tax Pan No. AJRPG7558B**, residing at P/529, Raja Basanta Roy Road, Kolkata – 700 029, Police Station Lake, Post Office – Sarat Bose Road hereinafter jointly and collectively referred to as **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** and the Owner No.1, 2 and 3 represented by their Constituted Attorney **GOLDEN NIRMAN UDYOG LIMITED, CIN U45201WB2003PLC096821**, a company incorporated under the Companies Act, 1956 having its registered office at 3A, Auckland Place, 1st Floor, Kolkata – 700 0017, having Income Tax Pan No. AABCG9692A, Within Post Office – Circus Avenue, Police Station – Shakespeare Sarani, represented by its Director Mr. Amitava Singha Roy Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, duly authorized vide respective registered Power of Attorney both dated **20/07/2017**, and both registered in the **Office of Additional Registrar of**

Assurances – III, Kolkata respectively registered in **Book No. IV, Volume No. 1903-2017, Pages from 104734 to 104762, Being No. 190303977 for the year 2017** and in **Book No. IV, Volume No. 1903-2017, Pages from 104702 to 104733, Being No. 190303994 for the year 2017.**

AND

MR.-----, Son of -----having Income Tax PAN -----
-; Aadhar No. -----by Nationality Indian, by Faith - Hindu, by occupation - -----
--, residing at-----, P.O -----, P.S. -----, Pin -----,
Dist -----, West Bengal hereinafter referred to as the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of his heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**;

W H E R E A S :

- A) **WHEREAS** virtue of a **Registered Deed of Conveyance** dated **January 15, 1954**, registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 42, Pages From 230 to 232, Being No. 2515 for the year 1954**, the Trustees for the Improvement of Calcutta therein referred to as the Board/Vendor transferred / conveyed in favour of **Smt. Manjulika Guha**, since deceased, wife of Sachindra Nath Guha of 34/A, Dover Road in the suburbs of Kolkata therein referred to as the Purchaser, **ALL THAT** the piece and parcel of revenue free land containing an area of **4(Four) Katha 12 (Twelve) Chittaks 13(Thirteen) Sq. Ft.** be the same a little more or less situate and being **Plot No. 529** of the surplus land in Calcutta Improvement Scheme No. XLVII, formed out of old premises Nos. 32/C, 32/A (North Portion), 32/B (North East Portion), 32/B (South-East Portion), 32/A, Lake Road and 32/C (North Portion) Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, Thana Tollygunge Sub-Registration Office – Alipore in the District of 24 Parganas, more fully and particularly mentioned and described in the schedule of the aforesaid Deed and for the sake of brevity hereinafter referred to as the **"said Land"**.

- B) **AND WHEREAS** after purchasing of the said land as aforesaid a two storied dwelling house comprising **3714 Sq. Ft. total** area was constructed and erected upon the **said 4(Four) Katha 12 (Twelve) Chittaks 13(Thirteen) Sq. Ft. land** situated at **Plot No. 529 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/C, 32/A (North Portion), 32/B (North East Portion), 32/B (South-East Portion), 32/A, Lake Road and 32/C (North Portion) Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, Thana Tollygunge Sub-Registration Office – Alipore in the District of 24 Parganas which has been presently recognized and numbered as **Municipal Premises No. 529, Hemanta Mukhopadhyay Sarani(Previously P-529 Raja Basanta Roy Road)Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written and for the sake of brevity the said land with structure hereinafter referred to as the "**said Premises**".
- C) **AND WHEREAS** while ceased and possessed of the said premises as aforesaid, **Smt. Manjulika Guhadied intestate on 11th June 1976** and her **husband Sachindra Nath Guha died intestate on 14/02/1991,leaving their three sons namely Buddhadev Guha, Biswajit Guha since deceased and Indrajit Guha and two married daughters namely Mala Roy and Ila Ghosh** as her/his/their heir / heiress and successors and none other else and **each having inherited undivided 20% (Twenty Percent) share in the said premises** and thereby mutated and recorded their names in the Assessment Register of Kolkata Municipal Corporation under Assessee No. 110900701640.
- D) **AND WHEREAS** by virtue of a registered **Deed of Partition dated 23rd July 1980 registered in the office of Registrar of Assurances Calcutta, registered in Book No. I, Volume No. 277, Pages from 64 to 69, Being No. 4393 Year 1980** the said Buddhdev Guha transferred his entire share in the said premises in favour of Indrajit Guha and Biswajit Guha and release and relinquished all his right in the said property.
- E) **AND WHEREAS** by virtue of such aforesaid partition deed Being No. 4393 of 1980 the said Biswajit Guha and Indrajit Guha respectively become entitled to undivided 30% share each in the said Municipal Premises No. 529, Raja Basanta Roy Road

presently Hemanta Mukhopadhyay Sarani and the said Ila Ghosh and Mala Roy each having inherited undivided 20% share therein.

- F) **AND WHEREAS** the said **Biswajit Guha** died intestate on **30/06/2008**, leaving his wife **Smt. Ranjana Guha** and only married daughter **Smt. Madhura Guha** as his heirs and successors and no other else.
- G) **AND WHEREAS** at the death of said Biswajit Guha as aforesaid Biswajit Guha's undivided 20% share in the said premises devolved upon his wife Ranjana Guha and daughter Madhura Guha equally and jointly they inherited undivided 20% share or interest in the said Premises.
- H) **AND WHEREAS** at the death of the said **Manjulika Guha** and **Sachindra Nath Guha** the aforesaid **Mala Roy** and **Ila Ghosh** the Donor's herein jointly inherited undivided **40% (Forty percent)** shares or interest in **4 (Four) Katha 12 (Twelve) Chatak** and **13 (Thirteen) Sq. Ft. land measuring undivided 1373.2 Sq. Ft. and/or 1(One) Katha 14 (Fourteen) Chatak 23.2 (Twenty Three point Two) Sq. Ft. land and undivided 40% (Forty Percent)** share or interest in **two storied total 3714 Sq. Ft. structure measuring undivided 1485.6 (One Thousand Four Hundred Eighty Five point Six) Sq. Ft. structure** situated at the **Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata**, and mutated their name in the Assessment Register of Kolkata Municipal Corporation jointly with other Co-Owners under Assesse No. **110900701640**;
- I) **AND WHEREAS** due to natural love and affection **Ila Ghosh** and **Mala Roy** bears towards their brother **Indrajit Guha** the said Donor's jointly by virtue of a registered **deed of gift dated 1st December 2016 registered in the office of Additional Registrar of Assurances I, Kolkata registered in Book No. I, Volume No. 1901-2016, Pages from 275404 to 275438, Being No. 190108442, For the Year 2016** gift of their **undivided 50% (Fifty percent) share or interest** out of their said undivided 40% shares or interest in the said total **4 (Four) Katha 12 (Twelve) Chatak 13 (Thirteen) Sq. Ft. land equivalent to more or less undivided 686.6 Sq. Ft. land in the said Premises** together with **undivided 50% (Fifty percent) share or interest** out of their said undivided 40% shares or interest in the said total **3714 Sq. Ft. structure equivalent to more or less undivided 742.8 (Seven Hundred Forty Two point Eight) Sq. Ft. structure**

in the said two storied building situated and lying at **Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road to their brother Indrajit Guha** which is more fully and particularly mentioned and described in the **Second Schedule** thereunder written.

- J) **AND WHEREAS** due to natural love and affection **Ila Ghosh and Mala Roy** bears towards their sister in law and neice Ranjana Guha and Madhura Guha the said Donor's jointly by virtue of a registered **deed of gift dated 1st December 2016 registered in the office of Additional Registrar of Assurances I, Kolkata registered in Book No. I, Volume No. 1901-2016, Pages from 275439 to 275477, Being No. 190108443, For the Year 2016** gift of their **undivided 50% (Fifty percent) share or interest** out of their said undivided 40% shares or interest in the said total 4 (Four) Katha 12 (Twelve) Chatak 13 (Thirteen) Sq. Ft. land equivalent to more or less undivided **686.6 Sq. Ft. land in the said Premises** together with **undivided 50% (Fifty percent) share or interest** out of their said undivided 40% shares or interest in the said total 3714 Sq. Ft. structure equivalent to more or less undivided **742.8 (Seven Hundred Forty Two point Eight) Sq. Ft.** structure in the said two storied building situated and lying at **Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road to their** sister in law and neice Ranjana Guha and Madhura Guha which is more fully and particularly mentioned and described in the **Second Schedule** thereunder written.
- K) **By virtue** of such aforesaid respective gift the said **Indrajit Guha become the undivided 50% owner** of Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road and **Ranjana Guha and Madhura Guha jointly become the undivided 50% owner** of Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road.
- L) by virtue of a **Registered Deed of Conveyance** dated **January 15, 1954,** registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 42, Pages From 233 to 235, Being No. 2516 for the year 1954,**

the Trustees for the Improvement of Calcutta therein referred to as the Board/Vendor transferred / conveyed in favour of **Sri Buddhadev Guha**, Son of Late Sachindra Nath Guha of 34/A, Dover Road in the suburbs of Kolkata therein referred to as the Purchaser, **ALL THAT** the piece and parcel of revenue free land containing an area of **5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft.** be the same a little more or less situate and being **Plot No. 528** of the surplus land in Calcutta Improvement Scheme No. XLVII, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, more fully and particularly mentioned and described in the schedule of the aforesaid Deed and for the sake of brevity hereinafter referred to as the **"said Land"**.

M) **AND WHEREAS** after purchasing of the said land as aforesaid a small structure comprising **100 Sq. Ft. total** area was constructed and erected upon the **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written and for the sake of brevity the said land with structure hereinafter referred to as the **"said Premises"**.

N) **AND WHEREAS** while ceased and possessed of the said premises as aforesaid, the said Buddhadev Guha entered into an Family Arrangement with his brothers Biswajit Guha and Indrajit Guha and father Sachindra Nath Guha wherein and whereby the said Buddhadev Guha Biswajit Guha and Indrajit Guha each become entitled to undivided 1/3rd owner of **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq.**

Ft. land leaving the said Sachindra nath Guha with no right title and interest in the said property situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani(Previously P-528 Raja Basanta Roy Road)Kolkata – 700029**, morefully and particularly described in the schedule thereunder written which document was registered in the office of Sadar Registration Office Alipore registered in **Book No. I, Volume No. 46, Pages from 196 to 200, Being No. 1167 for the Year 1970.**

- O) **AND WHEREAS** while seized and possessed of the said premises as aforesaid by virtue of a registered **deed of Partition dated 23rd July 1980** registered in the office of Registrar of Assurances Calcutta, registered in **Book No. I, Volume No. 277, Pages from 64 to 69, Being No. 4393 Year 1980** the said Indrajit Guha and Biswajit Guha jointly transferred their entire share in the said premises in favour of said Buddhdev Guha.
- P) **AND WHEREAS** by virtue of such aforesaid partition deed Being No. 4393 of 1980 the said Buddhdev Guha become the sole and absolute owner of **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land with 100 Sq. Ft. structure** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani(Previously P-528 Raja Basanta Roy Road)Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written.

- Q) **AND WHEREAS** the said Buddhadev Guha while seized and possessed of the said premises as aforesaid by virtue of a **General Power of Attorney dated 23rd March 1992** appointed Gopal Chandra Nandy as his lawful Constituted Attorney for absolute and transfer of the said premises in favour of Indrajit Guha.
- R) **AND WHEREAS** by virtue of a **Registered Deed of Conveyance dated 27th March 1992**, registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 145, Pages From 483 to 496, Being No. 5967 for the year 1992**, made between Buddhadev Guha therein referred to as the Vendor and Indrajit Guha, therein referred to as the Purchaser and for the consideration mentioned therein the said Buddhadev Guha sold transferred and conveyed in favour of said Indrajit Guha **ALL THAT THE** piece and parcel of land admeasuring **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land with 100 Sq. Ft. structure** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani(Previously P-528 Raja Basanta Roy Road)Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the in the schedule of the aforesaid Deed.
- S) **AND WHEREAS** by virtue of such aforesaid purchase Deed the said **Indrajit Guha become the sole and absolute owner** of **ALL THAT THE** piece and parcel of bastu land admeasuring **5 (Five) Katha 4 (Four) Chittaks 11 (Eleven) Sq. Ft.** be the same a little more or less along with 50 years old 100 Sq. Ft. dilapidated tile shed residential cemented flooring structure lying and situated at **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani(Previously P-528 Raja Basanta Roy Road)Kolkata – 700029, Police Station Lake, Post Office – Sarat Bose Road**, being **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised

in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas South presently under the Municipal Jurisdiction of **Kolkata Municipal Corporation within KMC ward No.90** and mutated and recorded his name in the Assessment Register of Kolkata Municipal Corporation under Assessee No. 110900701639.

- T) **AND WHEREAS** due to natural love and affection which the said Indrajit Guha bears towards his sister in law and neice Ranjana Guha and Madhura Guha the said Indrajit Guha by virtue of a registered **Deed Of Gift dated 1st day of December 2016** registered in the office of **Additional Registrar of Assurances I, Kolkata registered in Book No. I, C.D. Volume No. 1901-2016, Pages from 275379 to 275403, Being No. 190108441, For the Year 2016** gifted undivided **1 Chatak and/or 45 Sq. Ft. land** out of total 5 (Five) Katha 4 (Four) Chatak and 11 (Eleven) Sq. Ft. land **together with undivided 45 (Forty-Five) Sq. Ft. structure** out of total 100 Sq. Ft. structure lying and situated at **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029, Police Station Lake, Post Office – Sarat Bose Road, being Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge presently under Additional Sub-Registration Office – Alipore in the District of 24 Parganas South within the Municipal Jurisdiction of **Kolkata Municipal Corporation within KMC ward No.90, to said** Ranjana Guha and Madhura Guha which is more fully and particularly mentioned and described in the **Schedule** thereunder written.
- U) **AND WHEREAS** by virtue of such aforesaid gift the said **Indrajit Guha become the undivided 98.81% owner** of Municipal **Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700 029**, previously known as P - 528, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road and **Ranjana Guha and Madhura Guha jointly become the undivided 1.19 % owner** of Municipal Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700

029, previously known as **P - 528, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road.**

- V) **AND WHEREAS** in order to promote development, the said two premises being Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, and Municipal Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 528, Raja Basanta Roy Road was amalgamated into one single premises Being No. **Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, comprising 10 (Ten) Katha 24 (Twenty Four) Sq. Ft. land** together with one two storied 3714 Sq. Ft. structure/dwelling house and one 100 Sq. Ft. structure respectively wherein the said **Indrajit Guha is the undivided owner of 75.62%** share or interest in the subject property and **Ranjana Guha and Madhura Guha jointly are the undivided owner of 24.38%** share or interest in the subject property.
- W) That since amalgamation of the said two property into one single premises as aforesaid being **Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata - 700 029, comprising 10 (Ten) Katha 24 (Twenty Four) Sq. Ft. land**, the Owners herein mutated and recorded its name in the Assessment Register of Kolkata Municipal Corporation under **Assessee No. 11-090-07-0164-0** and enjoying the same free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever or howsoever and the entirety of the said premises is presently in Khas possession of the Owners which is morefully and particularly mentioned and described.
- X) That the Owners herein intends and decided to construct and develop within the said **10 (Ten) Katha 24 (Twenty Four) Sq. Ft. land**, lying and situated at **Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029**, within Police Station Lake, District 24 Parganas South within the Municipal Jurisdiction of Kolkata Municipal Corporation within Ward No.90, by construction and erection of complete a new building comprising of ground plus four upper floors or such additional floors as permissible (hereinafter referred to as the "**said Premises**") morefully and particularly mentioned and described in the **First Schedule** hereunder written by demolishing the old structures situated thereon.
- Y) In pursuance of the said intention the Owners by a **registered Development Agreement dated 18th July 2017** entered into between the Owners and the

Seller/Developer herein registered at the Office of **Additional Registrar of Assurances – I, Kolkata** registered in **Book no. I, Volume No. 1901-2017 Pages from 152151 to 152219, Being No. 1901044641 for the year 2017** hereinafter referred to as the said **"Development Agreement"** and two **registered Power of Attorney** both dated **20th July 2017**, and both registered in the **Office of Additional Registrar of Assurances – III, Kolkata** respectively registered in **Book No. IV, Volume No. 1903-2017, Pages from 104734 to 104762, Being No. 190303977 for the year 2017** and in **Book No. IV, Volume No. 1903-2017, Pages from 104702 to 104733, Being No. 190303994 for the year 2017**, hereinafter referred to as the said **"Power of Attorney"** the owners has agreed to grant the exclusive right of development in respect of the said land with the said premises unto and in favour of the Seller/Developer herein on certain terms and condition and the Seller/Developer herein has agreed to undertake the development of the said land and to incur all costs charges and expenses in connection therewith including the cost of preparation and sanction of the plan and to cause new buildings to be constructed on the said land in pursuance of the map or plan to be sanctioned by the Kolkata Municipal Corporation for the consideration and on the terms and condition mentioned and recorded therein.

- Z) By and under the said Development Agreement it has been agreed between the parties thereto the Owners are entitled to All that the **50%** share or interest in the constructed space comprised in the various Flats/Units/Apartments constructed spaces and car parking spaces and roof comprised in the said proposed building and/or the said premises **Together With** the undivided proportionate share in all the common parts portion areas facilities and/or amenities to comprised in the said proposed building and/or in the said premises **ALSO TOGETHER WITH** the undivided indivisible impartible proportionate 50% share or interest in the land comprised in the said premises hereinafter collectively referred to as the **OWNERS ALLOCATION** the and the Seller/Developer herein is entitled to All that the remaining **50%** share or interest in the constructed space comprised in the various Flats/Units/Apartments constructed spaces and car parking spaces and roof comprised in the said proposed building and/or the said premises **Together With** the undivided proportionate share in all the common parts portion areas facilities and/or amenities to comprised in the said proposed building and/or in the said premises **ALSO TOGETHER WITH** the undivided indivisible impartible proportionate

50% share or interest in the land comprised in the said premises hereinafter collectively referred to as the **DEVELOPERS ALLOCATION**. And it was agreed between the parties that in case the parties agree for construction of any additional floor area comprising such number of Flats/Apartments upon the ultimate roof, and such additional floor area is sanctioned by the Competent Authority, such additional construction shall be done by the Developer at its cost and the same shall be sold and the net profits shall be shared between the owners and Developer in the same 50 : 50 ratio.

AA) That In pursuance of the said Development Agreement the Owners and Developers have identified their respective allocation. As per terms of the said Development Agreement dated **18/07/2017**, and in consideration of the non-adjustable advance paid and agreed to be paid by the Developer in phases and bearing the cost of construction of the allocation of the owner in the said new building the Owners have agreed that the said Developer shall construct G + IV storied building or any additional floor upon the ultimate roof as permissible thereon and in such proposed multistoried building the entire First Floor and Entire Second Floor and 50% parking space in the Ground Floor being the 50% of the total constructed area to be allotted in the form of several complete and habitable residential flats, garages, together with undivided proportionate share in the common areas in the building premises together with undivided 50% share in the land to be allotted to Owners towards the owners allocation and the balance 50% of the total constructed area being Entire Third Floor and Entire Fourth Floor and 50% of parking space in the Ground Floor in the form of several complete and habitable residential flats, garages, together with undivided proportionate share in the common areas in the building premises together with undivided 50% share in the land allotted towards developer allocations. The Developer shall be entitled to sold to the third parties its parts of allocation and realize the entire sale proceeds arising out of such transaction without any claim or demand from the owners and the Developers are authorized vide to enter into any agreement or agreements for sale, deed of conveyance or any other deeds and documents for sale and transfer of developers allocation along with undivided proportionate share in the land attributable to developer allocation with intending purchaser or purchasers or any other person together on such terms as the Developer may deem fit and proper on behalf of the owners which is more fully and particularly mentioned and described in the said Development Agreement and said General Power of Attorneys.

BB) In pursuance of the said Development Agreement the Seller/Developer herein has prepared and submitted a Plan to Kolkata Municipal Corporation for sanction which has since been sanctioned being **Building Permit No. 2017080078 dated 22nd December 2017** (hereinafter referred to as the said **PLAN**) whereby and where under the Seller has become entitled to construct erect and complete a new building comprising of ground plus four upper floors on the entirety of the said Premises comprising of various self-contained flats units apartments constructed spaces and car parking spaces to be acquired by intending Purchasers on ownership basis.

CC) The said Seller/Developer has applied before the Authorised Officer as constituted under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 for registration under section 3 (1) of the said Act.

DD) The said Vendor after registering itself under the West Bengal Act XX of 1993 applied before the authorized officer as constituted under the said Act for granting permission towards the construction of a building upon the schedule plot of land as required under the said West Bengal Act XX of 1993.

- 1) The said Vendor has been registered under the said Act Bearing Registration No.----- of 2018 dated 00-00-2018.
- 2) The said Vendor has obtained permission from West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993. Being No.0000 dated 00.00.2018.
- 3) In pursuance thereto the Vendor commenced construction of the new building in accordance with the said Building Plan.
- 4) The Vendor have agreed to sell and transfer and the Purchaser has agreed to Purchase and acquire on ownership basis **FIRSTLY ALL THAT** the Flat No. **4E** on the **4th Floor**, of the said New Building at the said Premises containing by admeasurement ----- **Sq. Ft** be the same a little more or less carpet area equivalent to **1533 Sq. ft** be the same a little more or less Super Built-up area **AND SECONDLY ALL THAT** one covered (120 Sq. Ft. more or less) Car Parking Space in the Ground Floor (As specified in the sketch) at the said Premises/Building **AND THIRDLY ALL THAT** the undivided proportionate share in the common parts and portions attributable to the said Flat/Unit in the said building (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND FOURTHLY** right of entrance and exit and easements **AND**

FIFTHLY ALL THAT the undivided indivisible impartible proportionate share or interest in the land attributable thereto, forming part of the said Premises (hereinafter collectively referred to as the said **THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO** more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever at and for a full and final consideration **Rs. -----** and subject to the terms and conditions as agreed.

- 5) The Purchaser has made full payments of the agreed consideration amount to the Vendor payable under the said Agreement and all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect thereof and upon execution and registration of this deed of conveyance the Purchaser was put in Possession of said Flat/Unit and properties appurtenant thereto.
- 6) At or before the execution of this Indenture the Purchaser has fully satisfied itself and represented the following:-
 - (a) The Purchaser has caused due diligence and have satisfied themselves with regard to the title of the Vendor herein.
 - (b) The Purchaser has duly inspected and satisfied themselves the plan sanctioned by the Kolkata Municipal Corporation and all subsequent amendment and modification thereto.
 - (c) The Purchaser has inspected and duly satisfied themselves with regard to the total super built up area as comprised in the said Flat/Unit.
 - (d) The Purchaser has vetted all relevant documents and duly satisfied themselves with regard to the completion of the said new building.
 - (e) The various facilities and/or amenities comprised in the said new building and/or the said Premises.
 - (g) The Purchaser has inspected and duly satisfied themselves with regard to the workmanship and other things related to the construction of the said Flat/Unit and the said new building.
 - (h) The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the said Flat/Unit and the said Covered car parking space more fully and particularly mentioned and described in the **THIRD SCHEDULE**

hereunder written) and that the Purchaser will not have any right whatsoever over and in respect of the other parts and portions of the said Premises. And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH as follows:

- I. **THAT** in pursuance of the Sale Agreement and in further consideration of a sum of **Rs. -----** of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution hereof (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the said Flat/Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred) the Vendor hereby sell, transfer, convey and/or release relinquish and disclaim all their right title interest unto and in favour of the Purchaser herein absolutely and forever **FIRSTLY ALL THAT** the Flat No. ----- on the ----- - **floor**, of the said New Building at the said Premises containing by admeasurement - ----- **Sq. Ft.** be the same a little more or less built up area equivalent to ----- --- **Sq. ft.** be the same a little more or less Super Built-up area **AND SECONDLY ALL THAT** one covered (120 Sq. Ft. more or less) Car Parking Space in the Ground Floor (As specified in the sketch) at the said Premises/Building **AND THIRDLY ALL THAT** the undivided proportionate share in the common parts and portions attributable to the said Flat/Unit in the said building (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND FOURTHLY** right of entrance and exit and easements **AND FIFTHLY ALL THAT** the undivided indivisible impartible proportionate share or interest in the land attributable thereto forming part of the said Premises (hereinafter collectively referred to as the said **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-Purchasers and other lawful occupants of the New Building situated at the said Premises **AND THE VENDOR** doth hereby transfer, assure, convey and disclaim all its right title interest into or upon the said Flat/Unit and the Properties Appurtenant Thereto unto and in favour of the Purchasers **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for any

particular Flat/Unit and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations 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 **SIXTH 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 Purchasers **SUBJECT TO** the restrictions (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) **AND ALSO SUBJECT TO** the Purchaser making payment of the maintenance charges and other charges payable in respect of the Said Flat/Unit and the Properties Appurtenant Thereto (such Common Expenses more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written) to the Society and/or Association and/or Holding Organisation.

II. AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (a) **THAT** notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly or unknowingly suffered to the contrary the Vendor are 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 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 Vendor now have 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 said Covered Car parking space hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases, lispendens, debottar or trust made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor.

- (d) **THAT** the Purchaser shall and may at all times hereafter peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat/Unit and the said Covered Car parking space and receive all the rents issues and profits thereof without any lawful eviction, hindrances, interruption, disturbances, claims or demands whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any right or estate therein as aforesaid.
- (e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges, encumbrances, liens, attachments, lispendens, debuttar or trust or claims and demands whatsoever created, occasioned or made by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.
- (f) **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat/Unit and the Properties Appurtenant Thereto or any part thereof through under or in trust for the Vendor 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 be made done and executed all such further and lawful acts deeds or things in law 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 Vendor have not at any time done or executed or knowingly or unknowingly suffered or been party to any act deed or thing whereby and where under the Said Flat/Unit And the said covered car parking space And The Properties Appurtenant Thereto hereby sold 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.
- (h) **THAT** the Vendor doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter, upon every reasonable request and at the costs of the Purchaser, to produce or cause to be produced to the Purchaser or to its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also the said Unit and the properties appurtenant thereto and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other true copies

or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

- (i) The Owners/Vendors and all persons having or claiming any estate, right, title or interest in the said flat premises hereby conveyed or any part thereof by from under or in trust for the Owners/Vendors 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 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 in manner aforesaid as by the Purchaser, his heirs, executors or administrators and assigns shall be reasonably required.

III. AND THE PURCHASER SHALL TO THE END AND 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 VENDOR as follows:-

- (a) **THAT** the Purchaser and all other persons deriving title under it 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 **SEVENTH SCHEDULE** hereunder written in common with others and in the event of any breach on the part of the Purchasers in observance and performance of such House Rules others or any of them who is entitled to such shall be entitled to enforce the same independently. Each restriction and House Rules, detailed out in the **SEVENTH SCHEDULE** hereinafter shall and continue to form part of negative covenants on the part of the Purchasers and may be enforced by the Vendor and/or Association and/or Holding Organisation independently by any of the Purchaser of other Flat/units and portions in the said building.
- (b) **THAT** the Purchaser shall at all times from the date of possession 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, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the Said Flat/Unit and proportionately for the new Building as a whole and proportionately for the common parts and portions.

- (c) **THAT** the Purchaser shall within three months from the date of execution of these presents shall apply for obtaining mutation of its name/s as the owner of the Said Flat/Unit from the Kolkata Municipal Corporation and shall also obtain separate assessment of the Said Flat/Unit and so long the Said Flat /Unit 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 New Building on acquired super built up area in proportionate to total building area be determined and fixed by the Vendor and/or the Association and/or Holding Organization from the date of possession or registration of deed of conveyance whichever is earlier.
- (d) **THAT** the Undivided share in the 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 shall always remain indivisible and impartible.
- (e) **THAT** the right of the Purchaser shall remain restricted to the said Flat/Unit and Proportionate share or interest in the common parts, portions areas, facilities and/or amenities comprised in the said building and/or the said Premises.
- (f) **THAT** the Ultimate Roof/Roofs irrespective of size in actual shall remain as the common property of the all Flat owners and they shall enjoy the ultimate roof/roofs irrespective of size in actual in common with the other occupiers of the building.
- (g) **THAT** at or before entering into these presents the Purchaser has made themselves aware that the said New Building is a residential building and the Purchasers agrees to maintain the decency of the said NEW BUILDING / SAID PREMISES and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said building and the Purchasers further acknowledge that non-payment of maintenance charges for more than 2 (two) months is likely to affect the rendition of common services and maintenance of common parts and portions.
- (h) **THAT** the Vendor has provided separate electricity meter for the said Flat/Unit in the name of the Purchasers and the Purchasers shall be liable and agree to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

- (i) **The** said Building shall always be known as '**ABIRA KANINIKA**' and the said name shall not be changed under any circumstances.

IV. AND THE PURCHASER HEREBY FURTHER AGREED AND COVENANT WITH THE VENDOR as follows:-

- (i) All the common parts and portions in the building as well as in the premises shall remain vested in the Maintenance Management Authority and/or Association and/or Holding Organisation and such Holding Organisation who shall hold the same in trust for all the owners of Flat/Unit alone shall be responsible for rendition of common services to the Purchasers on such terms and conditions and subject to the Purchaser regularly and punctually making payment of the proportionate share of and maintenance charges.
- (ii) The Holding Organisation may be a Company or Association as shall be decided by the Vendor with such rules and regulations as the Vendor shall think fit and proper and the Purchasers hereby consents to the same and such common services may be provided by appointing and employing agents, contractors and facility providers.
- (iii) The Purchaser shall be a member of Holding Organisation or Association and/or shall be deemed to have become member of such Holding Organisation / Association and shall contribute the proportionate share for common services and as maintenance charges.
- (iv) Until formation of the said Holding Organisation or Association the said proportionate share for common services as well as maintenance charges shall continue to be paid to the Vendor and in no event the Purchaser shall withhold payment of the maintenance charges.
- (v) This Deed of Conveyance shall supersede all previous agreements brochures arrangements representations and writings and the parties hereto shall be governed by the terms and conditions herein contained excepting such covenants on the part of the Purchasers to be performed and observed under the said Sale Agreement which are not in conflict. In addition to those modified and/or mentioned herein, the Purchasers shall remain bound to accept all other terms and conditions as mentioned in the Sale Agreement.

V. AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. That the said Flat/Unit in terms of the Sale Agreement has been completed and finished and vacant possession thereof has delivered by the Vendor and received by the Purchasers, to the full satisfaction of the Purchaser.
2. That the Purchaser neither has nor shall claim from the Vendor any right, title or interest in other part or portion of the said Premises / Building SAVE the said Flat / Unit and the rights and properties appurtenant thereto and the said Covered Car parking space and the benefits, rights and properties hereby sold and conveyed.
3. In case of any contradiction in any of the clauses as mentioned herein or in the Sale Agreement, then the clauses as mentioned herein shall prevail and binding.

THE FIRST SCHEDULE

[DEFINITIONS]

The terms used in this indenture shall, unless they are contrary and/or repugnant to the contest, mean and include the following: -

1. **"BUILDING"** shall mean Ground plus Four storied residential building and/or other structure constructed at the said premises in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.
2. **"CAR PARKING SPACE"** shall mean ALL THAT one covered car parking space (120 Sq. Ft. more or less) (As specified in the sketch); in the ground floor at the said Premises/Building earmarked for the Purchaser mentioned in **THIRD SCHEDULE** hereunder written.
3. **"COMMON PURPOSE"** shall mean and include the purpose of managing, maintaining, up keeping, administering, the said premises and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Flats and common use and enjoyment thereof.
4. **"COMMON EXPENSES/THE MAINTENANCE EXPENSES"** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the **EIGHTH SCHEDULE** hereunder written.
5. **"COMMON PARTS AND PORTIONS"** shall mean and include lobbies, staircases, passageways, Lifts, Lift-Shafts, pump rooms, machine room, water tank, ultimate

roof/roofs irrespective of size in actual and other facilities etc. to be used in common with the other occupiers of the building for beneficial enjoyment of the said building required for maintenance and/or management of the building more fully and particularly described in the **FOURTH SCHEDULE** hereunder written).

6. **"COMMON FACILITIES"** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective flats.
7. **"DATE OF COMMENCEMENT OF LIABILITY"** shall mean the obligation of the Purchaser to make payment of the municipal rates and taxes and other outgoings including maintenance charges payable in respect of the said Flat/Unit and the properties appurtenant thereto on and from the date the Purchaser becomes entitled to take over possession of the said Flat upon notice being given by the Vendor to that effect or from the date of registration of deed of conveyance whichever is earlier.
8. **"HOUSE RULES/USER"** shall mean the rules and regulations regarding the user/holding of the said Flat as stated in **SEVENTH SCHEDULE** hereunder written.
9. **"NAME OF THE BUILDING"** shall always be known as **"ABIRA KANINIKA"** and the said name shall not be changed under any circumstances.
10. **"PLAN"** shall mean the respective **Building Permit No. 2017080078 dated 22nd December 2017** sanctioned by the Kolkata Municipal Corporation and shall include such modification or variation sanctioned by the authorities concerned.
11. **"PREMISES"** shall mean **ALL THAT** the piece and parcel of land admeasuring **10 (Ten) Katha 24 (Twenty Four) Sq. Ft.** be the same a little more or less together with proposed Ground plus four/five storied building comprising several self-contained flats and car parking spaces now under course of construction to be erected and built in the said land lying and situated at **Municipal Premises No. 529, Hemanta Mukhopadhyay Sarani (arising out of amalgamation of respective Premises No. 528 and 529 Hemanta Mukhopadhyay Sarani Previously P-528 and P-529 Raja Basanta Roy Road) Kolkata – 700029, Police Station Lake, Post Office – Sarat Bose Road**, more fully and particularly described in the **SECOND SCHEDULE** hereunder written.
12. **"PURCHASER"** shall mean the said **MR. -----** shall include his respective heirs legal representatives executors administrators and assigns.

- 13. "SUPER BUILT UP AREA"** shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the undivided common parts and portions as determined by the Architect whose decision will stand final.
- 14. "SALEABLE SPACE"** shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 15. "SERVICE INSTALLATIONS"** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soak ways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- 16. "SERVICE / MAINTENANCE CHARGES"** shall mean the monthly service/maintenance charges for the common areas installations and facilities and/or amenities as may be incurred by the Vendor and/or the Association/Holding Organisation, incorporated for the said purposes including providing services, making such provision or incurring expenses in respect of future provision of service as the Vendor and/or the Association/Holding Organisation in their absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges more fully and particularly described in the **EIGHTH SCHEDULE** hereunder written shall be determined by the Vendor and/or the Association in their absolute discretion.
- 17. "SINKING/RESERVE FUND"** At or before entering into this indenture it has been expressly communicated to the Purchasers that the said Building is to be kept and retained as a decent residential building and also for ensuring that proper maintenance and up-keep of the said Building, the Purchasers shall keep in deposit a sum of Rs.20/- per sq. ft. (to be calculated upon Super Built Area of Flat) or as may be agreed or determined by the Vendor in its absolute discretion towards Sinking/Reserve Fund which shall be held free of interest by the Vendor and upon the formation of the Society / Association / Holding Organisation / Syndicate (**HOLDING ORGANISATION**) made over to the Holding Organisation, which shall be entitled to hold or invest the same in such manner as the Holding Organisation may think fit and apply the income for the purpose of meeting the expenses which may be necessary or required or the purpose of repairs maintenance security and upkeep of the building and such deposit towards such sinking/reserve fund shall not

absolve the Purchasers of his/her/its obligation for the payment or contribution for periodical maintenance and other charges.

18. "THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO" shall mean **FIRSTLY ALL THAT** the Flat No. ----- on the -----, of the said New Building at the said Premises containing by admeasurement ----- **Sq. Ft.** be the same a little more or less carpet area equivalent to ----- **Sq. ft** be the same a little more or less Super Built-up area **AND SECONDLY ALL THAT** one covered (120 Sq. Ft. more or less) Car Parking Space in the Ground Floor (As specified in the sketch) at the said Premises/Building **AND THIRDLY ALL THAT** the undivided proportionate share in the common parts and portions attributable to the said Flat/Unit in the said building (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND FOURTHLY** right of entrance and exit and easements **AND FIFTHLY ALL THAT** the undivided indivisible impartible proportionate share or interest in the land attributable thereto forming part of the said Premises (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written).

19. "OWNER" shall mean the said 1. SHRI INDRAJIT GUHA, Son of Late Sachindra Nath Guha and Late Manjulika Guha, **2.SMT. RANJANA GUHA,** wife of Late Biswajit Guha and daughter in law of Late Sachindra Nath Guha and Late Manjulika Guha, and **(3) SMT. MADHURA GUHA,** daughter of Late Biswajit Guha and grand-daughter of Late Sachindra Nath Guha and Late Manjulika Guha, hereinafter jointly and collectively referred to as **"OWNERS"**

20. "OWNERS ALLOCATION" shall mean Entire First Floor and the Entire Second Floor being the identified portions of the New Building (s) and/or project allocated and allocable to the Owners which is 50% (fifty percent) of the total area of all the Units in the New Building (s) and/or project **Together With 50%** share or interest in the total car parking spaces in the Ground Floor and **Together With 50%** share or interest in the total roof comprised in the said proposed building and/or the said premises **Together With** the undivided proportionate share in all the common parts portion areas facilities and/or amenities to comprised in the said proposed building and/or in the said premises **ALSO TOGETHER WITH** the undivided indivisible impartible proportionate 50% share or interest in the land comprised in the said premises hereinafter collectively referred to as the **OWNERS ALLOCATION.**

21. "VENDOR / DEVELOPER" shall mean the said **GOLDEN NIRMAN UDYOG LIMITED** and shall include its successor and /or successors in office/interest and assigns.

22. "DEVELOPERS ALLOCATION" shall mean Entire Third Floor and the Entire Fourth Floor being the identified portions of the New Building (s) and/or project allocated and allocable to the Developer which is 50% (fifty percent) of the total area of all the Units in the New Building (s) and/or project **Together With 50%** share or interest in the total car parking spaces in the Ground Floor and **Together With 50%** share or interest in the total roof comprised in the said proposed building and/or the said premises **Together With** the undivided proportionate share in all the common parts portion areas facilities and/or amenities to comprised in the said proposed building and/or in the said premises **ALSO TOGETHER WITH** the undivided indivisible impartible proportionate 50% share or interest in the land comprised in the said premises hereinafter collectively referred to as the **DEVELOPERS ALLOCATION**.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL THAT THE piece and parcel of bastu land admeasuring **10 (Ten) Katha 24 (Twenty Four) Sq. Ft.** be the same a little more or less together with proposed Ground plus four/five storied building comprising several self-contained flats and car parking spaces now under course of construction to be erected and built in the said land lying and situated at **Municipal Premises No. 529, Hemanta Mukhopadhyay Sarani (arising out of amalgamation of respective Premises No. 528 and 529 Hemanta Mukhopadhyay Sarani Previously P-528 and P-529 Raja Basanta Roy Road) Kolkata – 700029, Police Station Lake, Post Office – Sarat Bose Road,** being respective **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas **and Plot No. 529 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/C, 32/A (North Portion), 32/B (North East Portion), 32/B (South-East Portion), 32/A,

Lake Road and 32/C (North Portion) Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas South presently under the Municipal Jurisdiction of **Kolkata Municipal Corporation within KMC ward No.90**, and the said premises is butted and bounded in the following manner: -

On the North : By 40 Ft wide KMC Road Hemanta Mukhapadhyay Sarani
(previously Raja Basanta Roy Road)

On the South : Premises No.116 Meghnath Saha Sarani, Ananda
Apartment

On the East : By 20 Ft wide extension of KMC Road Hemanta
Mukhapadhyay Sarani (previously Raja Basanta Roy Road)

On the West : By Premises No.115 Southern Avenue Kolkata 700029

OR HOWSOEVER OTHERWISE the same may be butted and bounded known, numbered called described and/or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Flat No. ----- on the ----- **floor**, of the said New Building at the said Premises containing by admeasurement ----- **Sq. Ft.** be the same a little more or less carpet area equivalent to ----- **Sq. ft** be the same a little more or less **Super Built-up area, tiles flooring AND TOGETHER WITH one ----- Sq. Ft. covered car parking space** in the ground floor (As specified in the sketch) at the said premises / building delineated in the map or plan annexed hereto and coloured in Red Border therein **TOGETHER WITH** the undivided proportionate share in all common parts portions areas and facilities forming part of the said new building **AND TOGETHER WITH** the undivided impartible proportionate share in the land comprised in the said premises attributable thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Parts and Portions)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.

2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories.
12. Lifts and their accessories installations and spaces required therefore.
13. Such other common parts areas equipment's 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 as are necessary.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(EASEMENTS OR QUASI-EASEMENTS OF HOLDING ORGANISATION)

The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Holding Organisation.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases open spaces in 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 covered car parking space (As specified in the sketch) of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the Said Flat/Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building by all parts of the Said Unit 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 Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
4. The right for the Holding Organisation and/or occupier or occupiers of other part or parts of the New Building for the purpose of ingress and egress to and from such other Part or parts of the New 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 Holding Organisation or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, firefighting equipment as aforesaid.

SIXTH SCHEDULE ABOVE REFERRED TO

(EASEMENTS OR QUASI- EASEMENTS AND OTHER PROVISIONS IN CONNECTION WITH THE BENEFICIAL USE AND ENJOYMENT OF THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO)

1. 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 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 Holding Organisation the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the **FIFTH SCHEDULE** hereto.

2. The right of access and passage in common with the Holding Organisation and/or the co-owners and occupiers of the 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 covered common areas installations and facilities in the New Building and the Said Premises.
3. 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 with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organisation along such drive way and path ways as aforesaid.
4. The right of support shelter and protection of the Said Flat/Unit by or from all parts of the New Building so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the through pipes drains wires and conduits lying or being in under through or over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Flat/Unit and for all purposes whatsoever.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(RESTRICTIONS/HOUSE RULES)

- 1.1 Upon full payment of all the amounts, the Purchaser shall be put in possession of the said Flat.
- 1.2 As from the date of possession of the said Flat the Purchaser agrees and covenants–
 1. To co-operate with Owners and the other Co-Purchasers and the Vendor in the management and maintenance of the said New Building.
 2. To observe the rules framed from time to time by the Vendor and the Owners and upon the formation of the Holding Organisation/Association by such Holding Organisation/Association.

3. To use the said Flat for residential purposes and not for other purposes whatsoever.
4. To allow the Vendor with or without workmen to enter into the said Flat for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Purchaser.
5. To pay and bear the common expenses / common area maintenance and outgoings and expenses since the date of possession and also the rates and taxes for the said Flat and proportionately for the new building and/or common parts/areas including those mentioned in the **EIGHTH SCHEDULE** hereunder written and/or to make deposits on account thereof in the manner mentioned hereunder to the Vendor and upon the formation of the Holding Organisation/Association to such Holding Organisation/Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat has been taken or not by the Purchasers.
6. To deposit the amounts reasonably required with the Vendor and upon the formation of the Holding Organisation/Association with such Holding Organisation/Association towards the liability for rates and taxes and other outgoings.
7. To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions, and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed, or imposed, in respect of the said Flat.
8. To pay charges for electricity in or relation to the said Flat wholly and proportionately relating to the common parts.
9. From time to time and at all times to repair and maintain and keep in good and substantial repair and condition of the said Flat.
10. To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Flat.
11. Not to subdivide the said Flat and/or the parking Space or any portion thereof.

12. Not to do anything or prevent the Vendor from making further or additional constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Purchasers enjoyment of the said Flat.
13. To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building.
14. Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
15. Not to damage demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto.
16. Not to close or permit the closing of verandahs or lounges or balconies and 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 lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Vendor differs from the colour Scheme of the building or deviation or which in the opinion of the Vendor may affect the elevation in respect of the exterior walls of the said building.
17. Not to install grills the design of which have not been suggested and approved by the Architect.
18. 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 or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
19. Not to make in the said Flat any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Vendor and with the sanction of the authorities concerned as and when required.

20. Not to store or bring and allow to be stored and brought in the said Flat any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
21. Not to use the said Flat or any part or portion neither thereof for any political meeting nor for any dangerous, noxious or offensive trade or business.
22. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act, deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
23. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Flat nor to permit or suffered to be done into or upon the said Flat or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
24. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said residential complex.
25. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
26. Not to display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the Said Property.
27. Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Co-Purchasers/occupiers of the other portions of the said building or buildings to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing

Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

28. Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
29. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
30. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Vendor.
31. Must not let, or part with possession of the Car Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
32. The Purchaser categorically agrees and undertakes to sign and execute all deeds and documents, resolution etc. including but not limited to requisite Power of Attorney authorizing such person as may be nominated by the Vendor for the purpose of completing relevant formalities for formation of Holding Organisation/Association.
33. To abide by such building rules and regulations as may be made applicable by the Vendor and the Owners before the formation of the Holding Organisation/Association and after the Holding Organisation/Association is incorporated to comply with and/or adhere to the building rules and regulations of such holding Organisation/Association.
34. The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

HOUSE RULES:

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the flat/Flat in the Building.
- (2) Children shall not play in the stairways or elevators and shall not be permitted in the service elevators of the Building.
- (3) No Purchaser/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No Purchaser/Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an apartment.
- (4) Each Flat Owners shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5) No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to the Vendor's portion of the terrace without the prior approval of the Vendor.
- (6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Vendor.
- (7) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Owners nor shall anything be projected out of any window of the Building without similar approval.
- (8) Water-closets and other water apparatus in the Building shall be used for any purpose other that those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.

- (9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (10) The Flat Owners shall be entitled to enjoy the ultimate roof/roofs irrespective of size in actual in common with the other occupiers in the building.
- (11) Radio or television aerials shall be attached to the ultimate roof/roofs irrespective of size in actual of the building but shall not be hung from the exterior of the building.
- (12) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (13) No vehicle belonging to a Purchaser or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (14) These house rules may be added to, amended or repealed at any time by the Vendor and after formation of Holding Organisation/Association by the Holding Organisation/Association.
- (15) Until formation of such Holding Organisation/Association the Vendor shall manage and maintain the said building and the common parts thereof.

The Purchaser agrees that:

- A.** The Purchaser shall pay regularly and punctually within 7th day of every month and month by month the common area maintenance charges along with expenses as described in the **EIGHTH SCHEDULE** hereunder written at such rate as may be decided, determined and apportioned by the Vendor to be payable from the date of possession to the Vendor and upon formation and transfer of management of the building to the Holding Organisation/Association such payments are required to be made without any abatement or demand.
- B.** Until such time such Holding Organisation/Association is incorporated and/or formed the Purchasers shall remain liable to make payment of the CAM (common area maintenance) Charges to the Vendor or any one of them or to any person who may

be authorized by them and in the event of the Vendor deciding to entrust the maintenance of the common parts and portions and rendition of common services to any Facility Management Company (hereinafter referred to as the FMC) the Vendor shall be entitled to do so and the Purchaser shall be liable and agrees to make payment of the CAM charges payable by him/her/its to such FMC and in addition thereto shall also be liable to make payment of Service Tax if applicable.

- C.** The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser Flat only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Holding Organisation/Association in terms of these presents the employees of the Vendor such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organisation/Association in consultation with the Vendor with continuity of service and on the same terms and conditions of employment with the Vendor and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
- D.** After the formation of the Holding Organisation the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organisation.
- E.** So long as each Flat in the said Premises shall not be separately mutated and separated the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Vendor from the date of possession or from the date of registration of deed of conveyance whichever is earlier. Such proportion is to be determined by the Vendor on the basis of the area of such Flat in the said Building.
- F.** If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchasers shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty days, the Vendor or upon formation of Holding Organisation such Holding Organisation shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Flat/Unit

such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Adequate lighting in the compound etc.
5. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
6. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
7. Paying such workers as may be necessary in connection with the upkeep of the property.
8. Insuring any risks as may be deem fit.
9. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
10. Cleaning as necessary of the areas forming parts of the property.
11. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller/Developer may think fit.
12. Maintaining and operating the lifts and generator together with cost of fuel for running of generator.
13. Providing and arranging for the emptying receptacles for rubbish.

14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any flat/Flats
15. 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 lessee of any flat.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. 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 building excepting those which are the responsibility of the owner/occupier of any flat/Flats
19. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of such equipment as the Seller/Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
22. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
23. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Flats/flats and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

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

SIGNED, SEALED AND DELIVERED

by the **VENDOR in Kolkata**

in presence of:-

1.

SIGNED, SEALED AND DELIVERED

by the **PURCHASER in Kolkata**

in presence of:-

1.

Drafted and prepared in my office

**ASHIS KUMAR SEN
ADVOCATE
HIGH COURT CALCUTTA
EN.NO. F- 1193/1157 OF 1996**

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED on and from the within-named **PURCHASER** by the **VENDOR** the within-mentioned sum of **Rs. -----**vide several cheques/ DD / being the total consideration money payable under these presents:

Signature of the Vendor

WITNESSES:

1.

2.