

- 1. Date: day of May 2023**
- 2. Nature of document: Deed of Conveyance**
- 3. Parties:**

3.1 Owner/Vendor/Promoter:

A T K REALTORS LLP (LLPIN-AAL-2626), (PAN-ABKFA4829J), a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63, Rafi Ahmed Kidwai Road, Kolkata-700016 under P.O. & P.S. Park Street represented by its designated partner **SYED ABRAR IMAM (PAN-AAHPI8261L), (AADHAAR NO-6744-0235-7855)**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Block 5, Flat 4A, 72, Tiljala Road, Kolkata- 700046, under P.O. Gobinda Khatick & P.S. Beniapurkur, hereinafter called and referred to as the **"OWNER/VENDOR/PROMOTER"** of the **ONE PART** ;

3.2 Allottee/Purchaser:

_____, (PAN-_____), (AADHAAR NO-_____), son/daughter/wife of _____ aged about ____ years, by faith Islam, by occupation _____, being Citizen of India and residing at Premises No. _____ under Post Office _____ and Police Station _____ hereinafter called and referred to as the **"ALLOTTEE/PURCHASER"** of the **OTHER PART.**

3.3 The term "**Owner/Vendor/Promoter**" shall, unless repugnant to the context or meaning thereof be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns.

3.4 The term "**Purchaser**" shall mean and include:

- (a) If he/she be an individual; then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.

- (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

4. Definitions:

The following terms and expressions shall in this Deed have the respective meanings assigned to them herein below, unless the same be contrary to or repugnant to the subject or context.

- 4.1 Act** means the Real Estate (Regulation and Development) Act, 2016 (Act No.16 of 2016 dated 26.3.2016);
- 4.2 Agreed Consideration** shall mean the consideration mentioned in Schedule-F hereto paid by the Purchaser for purchase of the said Flat Unit.
- 4.3 Agreement** shall mean the general terms and conditions of allotment of the said Flat Unit for purchase by the Purchaser.
- 4.4 Architects** shall mean the person as engaged and/or appointed by the Owner/Vendor as the Architects for the Building.
- 4.5 Association** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner/Vendor and the representatives of the Unit Owners and be formed or incorporated at the instance of the Owner/Vendor for the Common Purposes with such rules and regulations as shall be framed by the Owner/Vendor.
- 4.6 Building** shall mean the new residential building having ground plus eighteen upper floors and other constructions that have been constructed on the Premises by the Owner in terms of the Plans.
- 4.7 Built-Up Area** in relation to a Flat shall mean the plinth area of that Flat (including the area of bathrooms, balconies and other spaces, if any, appurtenant thereto but excluding the area of the Open Terrace) and also the thickness of the walls (external or internal), the columns and pillars therein, Provided That, if any wall, column or pillar be common between the two Flats, then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Flats.

- 4.8 Carpet Area** means the net usable floor area of the Flat excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace but includes the area covered by the internal partition walls of the Flats.
- 4.9 Common Expenses** shall include all expenses for the management, maintenance and upkeep of the Building, the Common Portions therein and the Premises and the expenses for Common Purposes of the Unit Owners as indicated in Part IV of Schedule-E hereto and shall be payable proportionately by all Unit Owners including the Purchaser periodically as Maintenance Charges and shall also include the Goods and Service Tax and/or other tax or levy payable in respect of the same.
- 4.10 Common Portions** shall mean the common areas, facilities and installations in the Building and the Premises which are mentioned in Schedule-C hereto and are meant for common use and enjoyment of the Unit Owners.
- 4.11 Common Purposes** shall include the purpose of managing and maintaining the Premises, the Building and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat Units exclusively and the Common Portions in common.
- 4.12 Common Roof Area** shall mean the roof on the _____ Floor along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Portions. No other portion be treated as common roof.
- 4.13 Corporation** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- 4.14 Date of Access** shall mean the date on which the Purchaser was allowed access to the said Flat for the purpose of Internal Flat Finishing.
- 4.15 Flat Unit** shall mean any Flat and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Unit Owner,

together with the Open Terrace, if any, appurtenant thereto and together with the right to park medium sized car in a Parking Space, if any, appurtenant thereto and together with the undivided, impartible, variable, proportionate share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat.

- 4.16 Land** shall mean the land measuring about 2 (Two) Bighas, 10 (Ten) Cottahs, more or less excluding the land as gifted to Kolkata Municipal Corporation comprised in the Premises.
- 4.17 Maintenance Agency** shall mean initially the Owner/Vendor and shall include any entity/agency appointed by the Owner/Vendor for the Common Purposes and shall ultimately mean the Association formed in terms of this Deed.
- 4.18 Maintenance Charges** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency.
- 4.19 Open Terrace** shall mean the open terrace attached and/or appurtenant to any Flat and having access from such Flat only and meant to be owned, used and enjoyed exclusively by the owner of such Flat without any right to make any construction thereon.
- 4.20 Parking Spaces** shall mean the open/covered spaces on the ground floor allotted for parking of medium sized cars including back to back parking if any.
- 4.21 Plan/Plans** shall mean the plans of the Building which have been sanctioned and approved by the Corporation vide Building Permit No. 2022070229 dated 29th March, 2022 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein, if any, as well as all revisions, renewals and extensions thereof, if any.
- 4.22 Premises** shall mean the Municipal Premises No. 4, Mahendra Chatterjee Lane Kolkata-700046, Police Station Topsis, and more fully described in Schedule-B hereto and containing the Land and the same shall wherever the context permits also include the Building.
- 4.23 Project** shall mean the work of development of the Premises, construction and completion of the Building and marketing and sale of the Units and other rights.

- 4.24 Proportionate** with all its cognate variations shall mean such ratio, the Carpet Area of any Flat be in relation to the Carpet Area of all the Flats in the Building.
- 4.25 Regulations** shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- 4.26 Rules** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 (w.e.f 27.7.2021) Notification No, 1-GN-HO-15/1/2021-LAW CELL-Deptt of HO 27th July 2021.
- 4.27 Said Flat** shall mean the Flat together with the Open Terrace, if any, described in **Part-I of the Schedule-G** hereto.
- 4.28 Said Flat Unit** shall mean the said Flat, the said Parking Space if any, the undivided, impartible, variable, proportionate share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall also include the said Undivided Share.
- 4.29 Said Parking Space** shall mean the right to park medium sized car(s) described in **Part-II of the Schedule-G** hereto.
- 4.30 Nomination Agreement** means the Agreement for Nomination in respect of the said Flat Unit if any executed by and between the parties for the purpose of nomination and transfer of the said Flat Unit on the agreed terms as morefully described therein.
- 4.31 Said Undivided Share** shall mean the proportionate, variable, undivided, indivisible and impartible share in the Land comprised in the Premises which is attributable to the said Flat.
- 4.32 Section** shall mean a section of the Act.
- 4.33 Super Built-Up Area** of the said Flat Unit has been arrived at by adding an agreed fixed percentage of 33 % to the Built-up Area of the Said Flat.
- 4.34 The Flat** shall mean any residential flat together with Open Terrace, if any, appurtenant thereto, or any other covered space in the Building, which is capable of being exclusively owned, used and/or enjoyed.
- 4.35 Undivided Share** in relation to a Flat shall mean the proportionate, variable, undivided, indivisible and impartible share in the Land comprised in the Premises that is attributable to the Flat concerned.

- 4.36 Unit Owners** shall according to the context, mean all purchasers and/or intending purchasers of different Flat Units in the Building and shall also include the Owner/Vendor (and its transferees) in respect of such Flat Unit(s) which may be retained and/or not alienated and/or not agreed to be alienated by the Owner/Vendor.
- 4.37 Masculine Gender** including the pronouns referring thereto shall include the feminine and neuter gender and vice versa.
- 4.38 Singular Number** shall include the plural number and vice versa.

5. Subject Matter of Sale:

Sale on ownership basis of the said Flat Unit (described in **Schedule-G**) at Municipal Premises No. 4, Mahendra Chatterjee Lane Kolkata-700046 Police Station Topsia, described in Schedule-B (Premises) subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-D hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause 7.1, Clause 7.3 and Schedule-E.

6. Background:

- 6.1** The details of the title in respect of the Premises in favor of the Owner is mentioned in Schedule-A (Title).
- 6.2** The Owner obtained sanction of Building Plan bearing B.P. No- **2022070229** dated- **29-03-2022** from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+12 floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises and duly carried the work of construction of the said new building to be comprised of several self contained flats, car parking and other transferable spaces capable of holding, occupying and enjoying independent of each other and construction completed in accordance with the aforesaid sanctioned building plan at the Owner's own costs, expenses and responsibility.
- 6.3** The Owner/Vendor/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____: on _____ under registration

6.4 By virtue of aforesaid the Owner/Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self contained residential **Flat No.**_____, containing carpet area of _____**square feet**, built up area of _____ **square feet** little more or less comprising of ____ (____) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, ____ (____) Bath-cum-Privy, and 1 (One) Balcony with tiles flooring on the ____ **Floor** and the right to use one open car parking space open to sky of the said building named as **“KALIM ZEUS”** on the land comprised in the Premises No. 4 Mahendra Chatterjee Lane, Police Station Topsia, Kolkata – 700046, as more fully and particularly described in Part-I & Part-II of the Schedule-G.

6.5 The said property/land is earmarked for the purpose of building a residential project comprising multi-storied apartment building and the said project shall be known as **“KALIM ZEUS”**.

6.6 The Purchaser approached the Owner/Vendor with the intention to acquire on ownership basis **ALL THAT** one self contained residential Flat No._____ having carpet area of _____ sq.ft., built up area of _____ sq.ft., on the ____ Floor of the Building as sanctioned by the Kolkata Municipal Corporation **TOGETHER WITH** an undivided proportionate indivisible variable share or interest in the land comprised in the Premises **AND FURTHER TOGETHER WITH** an undivided proportionate indivisible share in all common parts, portions areas facilities utilities amenities etc. (including the Common Portions more fully and particularly mentioned and described in the **SCHEDULE C** hereunder written) **TOGETHER WITH** the right to use one open car parking space on the Ground Floor hereinafter called and referred to as the said Flat Unit **AND TOGETHER WITH** the undivided proportionate indivisible variable share or interest in the land forming part of the Premises appurtenant and/or allocable thereto. The Purchaser accordingly agreed to purchase the said Flat Unit from the Owner/Vendor for a total Agreed Consideration of Rs. _____/- excluding the applicable GST amount.

6.7 The Purchaser confirms that after being independently satisfied about the right, title and interest of the Owner/Vendor/Promoter in respect of the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions and the actual constructions (including the quality and specifications

thereof, the Built-up and Super Built up Areas of the said Flat Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Building, the Common Portions and the said Flat). The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Flat Unit and the Common Portion is complete in all respects to the satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Owner/Vendor has complied with all its obligations and that the Purchaser has no complaint or claim whatsoever against the Owner/Vendor on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

6.8 The Purchaser has entered into this Deed and is purchasing the said Flat Unit/Demised Property with full knowledge of all laws, rules, regulations, notifications applicable to real estate projects in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Flat Unit at their own costs.

7. NOW THIS INDENTURE WITNESSES:

7.1 Transfer: The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions mentioned below.

(a) In consideration of the Purchaser having paid the Agreed Consideration (mentioned in Schedule-F) to the Owner, and the Owner hereby covenant with the Purchaser that the Owner has received the Agreed Consideration (mentioned in Schedule-F) and acknowledges the receipt thereof in the Memo of Consideration hereunder, the Owner doth hereby sell convey and/or transfer to the Purchaser the following:

- I. The Flat described in Part-I of Schedule-G (said Flat).
- II. Right to park medium sized car(s) in the said Parking Space described in Part-II of Schedule-G (said Parking Space).
- III. Proportionate, variable, undivided, indivisible and impartible share in the Common Portions described in Schedule-C hereto with right to use and enjoy the

same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Building in respect of the same.

IV. Said Undivided Share.

(b) The term 'the said Flat Unit' wherever used in this Deed shall include all the properties and rights mentioned in Clause 7.1 (a) hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

(c) None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title or interest whatsoever in respect of the following:

I. All portions of the roofs of the Building at the Premises other than the Common Roof Area;

II. Open and covered spaces in the Building and the Premises not included in the Common Portions mentioned in Schedule C hereto;

III. Other Flats, Flat Units and Parking Spaces in the Building and/or the Premises;

IV. Right of further construction on any part of the land comprised in the Premises or of raising of additional floor/storey/construction over the roof of the Building.

(d) In respect of the Flat Units, other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Owner/Vendor shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Owner/Vendor in its absolute discretion, without any reference to or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes and covenants not to raise for any reason any claim or create or cause to be created, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

(e) Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Owner/Vendor is/are retaining rights in the Premises and the Building and accordingly the Owner/Vendor and/or its transferees shall continue to be entitled to use and utilise the Common Portions mentioned in **Schedule-C** hereto.

(f) The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Owner/Vendor from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.

(g) The Owner/Vendor shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building (including the Common Roof Area) and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, LED signage, etc. without being required to pay any charges for the same and neither the Unit Owner nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The Owner/Vendor shall however make payment of the electricity consumed regarding the above on actuals.

(h) The Purchaser shall use and enjoy the said Flat Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Owner/Vendor.

(i) Only the Common Roof Area shall be meant for common use and form part of Common Portions. The Common Roof Area includes the areas of the staircase, lift well and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift well, water tank and staircase on the 18th Floor.

(j) The Owner/Vendor/Promoter shall be entitled to develop and/or commercially exploit any lands that may be adjoining and/or adjacent and/or contiguous to and/or accessible from the Premises and/or any portion thereof (hereinafter referred to as "the Adjoining Properties") and for such purpose shall be entitled/authorised to use and utilize the Premises as a means of access to the Adjoining Properties and to do all things as may be necessary for the purpose thereof including to apply for and obtain all sanctions, licenses, registrations, no-objections, approvals, etc. from the Corporation or any other authority.

(k) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Portions that remains unsold shall belong exclusively to the Owner/Vendor and the Owner/Vendor shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.

(l) Non-enforcement of any right by the Owner/Vendor or any indulgence granted by the Owner/Vendor to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Owner/Vendor.

(m) If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including service tax and/or Goods & Service Tax) under any statute or regulation on the Premises, the Building and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Owner/Vendor or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Flat Unit and proportionately in respect of the Premises, the Building and the Common Portions, without raising any objection thereto. The Owner/Vendor shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Owner/Vendor and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Owner/Vendor shall be entitled to recover the same from the Purchaser.

(n) The Purchaser shall be entitled to Have and to Hold the said Flat Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Owner/Vendor.

(o) The sale of the said Flat Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-D hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in

this Deed including in Clause 7.1, Clause 7.3 and Schedule-E hereto, which shall be covenants running with the said Flat Unit in perpetuity.

(p) The Purchaser shall be entitled to the reversion or reversions remainder or remainders and all rents issues and profits of and in connection with the said Flat and all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Owner into out of or upon the said Flat hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be together with all legal incidents thereof.

(q) The Purchaser shall have exclusive ownership of the said Flat and common ownership of the Common Portions and the said Land comprised in the Premises.

(r) The Purchaser shall also have undivided proportionate share in the Common Portions Since the share/interest of the Purchaser in the Common Portions is undivided and cannot be divided or separated, the Purchaser shall use the Common Portions along with other Unit Owners, occupants, maintenances staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Portions shall always be subject to the timely payment of Maintenance Charges, Common Expenses and other charges, as applicable.

(s) The Purchaser is purchasing the said Flat Unit on the specific understanding that his right to use the Common Portions shall be subject to timely payment of the Maintenance Charges, Common Expenses and other charges, as determined and billed by the Owner/Vendor and/or the Maintenance Agency and/or the Association and performance by the Purchaser of all his obligations and the terms and conditions specified by the Owner/Vendor and/or the Maintenance Agency and/or the Association from time to time.

(t) The Owner/Vendor and/or the Maintenance Agency and/or the Association shall have rights of unrestricted access of all Common Portions, garages/open and covered parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Owner/Vendor and/or the Maintenance Agency and/or the Association to enter into the said Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

(u) The service areas and/or open/covered spaces, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per Plans. The Purchaser shall not be permitted to use the services areas and and/or open/covered spaces in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Agency and the Association for rendering maintenance services.

(v) The Purchaser shall be solely responsible to maintain the said Flat Unit at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Flat, or the Common Portions which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat and keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project or Common Portions. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the Common Portions. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the said Flat. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Vendor and thereafter the Association/Maintenance Agency. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

(w) Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby declared and confirmed that as between the Purchaser, the

Purchaser shall by virtue of this Deed of Conveyance purchase and become the owner of the said Flat Unit.

7.2 Covenants of the Owner/Vendor:

7.2.1 The Owner/Vendor hereby covenants with the Purchaser that it:

- (a) has the right to sell, transfer and convey the said Flat Unit to the Purchaser free from all encumbrances;
- (b) shall, at the costs and requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Flat Unit to unto and in favour of the Purchaser.

7.2.2 The Owner/Vendor hereby covenants with the Purchaser that the Owner/Vendor shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance in respect of the said Flat Unit.

7.2.3 The Owner/Vendor hereby further covenants that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in Schedule-D and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule E**, peaceably own, hold and enjoy the said Flat Unit.

7.2.4 The Owner/Vendor has represented to the Purchaser as follows:

- i) the entirety of the Premises is free from all encumbrances and charges;
- iii) The owner herein is the sole and absolute lawful owner, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Premises and each and every part and/or portion thereof;
- iv) No part or portion of the Premises is subject to any notice of acquisition and/or requisition and/or the subject matter of alignment either by the Government of West Bengal, Kolkata Metropolitan Development Authority, Kolkata Municipal Corporation, or the Government of India, or any other authority or authorities appointed in this regard by the Central and State Governments and the Owner neither has any knowledge nor notice about the same;
- v) that in any circumstance or event within the knowledge of the Owner prevented and/or prevents and/or casts any embargo on the absolute right, title

and interest of the Owner to/in/ over/in respect of the Premises, and further none of the above mentioned in any manner curtail the rights of the Owner to deal with any part or portion of the Premises; and

vi) The Owner is hereby transferring and conveying in favour of the Purchaser the said Flat Unit free from all encumbrances; and

vii) The Owner herein has assured that the provisions of the Real Estate (Regulation and Development) Act, 2016, are being and shall be complied with by the Owner if and when required.

7.2.5 The Owner shall compensate the Purchaser in case of any loss caused to him due to defective title of the land on which the Building containing the said Flat has been constructed that is known to the Owner but has not been disclosed to the Purchaser or which the Purchaser could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Owner be liable for any defective title not created by the Owner and/or any defect that existed prior to the purchase of the land by the Owner.

7.2.6 It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Owner/Vendor within a period of 5 (five) years by the Purchaser from the date of the Completion Certificate, the Owner/Vendor shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/Vendor's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Owner/Vendor shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Flat Units by the Unit Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any must

be certified by the Architects that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and due to any additions, alterations and/or modifications, etc. made by any of the Unit Owners and/or occupants of the Building. The decision of the Architects shall be final and binding on the parties.

7.3 Covenants of the Purchaser:

7.3.1 The Purchaser agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1. Clause 7.3 and Schedule-E;**

(b) pay wholly in respect of the said Flat Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, Electricity Charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, betterment and/or development charges under any statute, rule or regulation, etc that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Flat Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Owner/Vendor shall not be liable for the same under any circumstance;

(c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Flat Unit and ensure that those to the other Flat Units are not adversely affected by any acts or defaults of the Purchaser;

(d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Building and/or the transfer, sale or disposal of any other Unit or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owner/Vendor may suffer in this regard;

(e) not raise any objection or make any claim against the Owner/Vendor regarding the construction and/or the completion of the Building and/or the said Flat Unit or regarding the already verified calculation of Built-up Area and/or the Super Built up Area of the said Flat Unit and/or regarding any of the matters/items mentioned in Clause 6.8 hereinbefore;

(f) not question the quantum or apportionment of the Common Expenses mentioned in Part-IV of Schedule-E hereto (Common Expenses) or the basis thereof or any other matter;

(g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Portions (mentioned in Schedule-C) by the Owner/Vendor/Unit Owners/ tenants/occupants of other Units;

(h) not claim any right over and/or in respect of the roofs of the Building other than the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Owner/Vendor or create any hindrance or obstruction in relation to the rights and entitlements of the Owner/Vendor or any of them;

(j) comply with and honour the mutual easements and restrictions mentioned in Schedule-D,

(k) pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance; and

(l) pay all future betterment/development charges etc. relating to the said Flat Unit and/or the Premises.

7.3.2 The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

7.3.3 The Purchaser shall pay the Corporation taxes in respect of the said Flat Unit from the date of execution of this deed. All other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Flat Unit including Maintenance

Charges, other impositions, outgoings and expenses etc. shall be w.e.f from the Date of Possession.

7.4 Completion of Construction and Possession:

7.4.1 The owner has granted access to the said Flat Unit. Simultaneously with the execution of this Deed, the Owner has handed over physical khas possession of the said Flat Unit to the Purchaser ("Date of Possession"). The Purchaser has taken possession of the said Flat after inspection and fully satisfying himself in all respects with the Plans sanctioned by the Corporation, construction of the Building, the Common Portions and the said Flat (including the quality and specifications thereof, the built up area and the super built up area of the said Flat. the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that he has no claim of whatsoever nature against the owner on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Owner/Vendor under any circumstances whatsoever.

7.4.2 The Purchaser is entitled to use and occupy the said Flat Unit for residential and other lawful purposes and for no other purpose.

7.4.3 On and from the Date of Possession the Purchaser is responsible for the internal security of the said Flat Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The owner shall not have any responsibility or liability whatsoever in this regard.

Schedule-A

(Title)

- A) At a sale held by the Registrar of the High Court of Judicature at Fort William in Bengal in its Ordinary Original Civil Jurisdiction on the tenth day of March one thousand nine hundred and seventeen in pursuance of the Decree made in suit No. 204 of 1909 of the said Court in its said Jurisdiction (wherein one Ram Chandra Law was the plaintiff and Bon Behari Dutt and others were the defendants) the said Ram Chandra Laha was declared the highest bidder for and as such the purchaser of the premises No. 4 Banstolla Lane, Gobra;
- B) By an order made by the said High Court on the seventeenth day of April one thousand nine hundred and seventeen in the said suit No. 204 of 1909 the said sale

- by the Registrar to the said Ram Chandra Laha was confirmed by the said High Court and a sale certificate was directed to be issued to the said Ram Chandra Laha as purchaser of the said premises No. 4 Banstolla Lane, Gobra;
- C) In pursuance of the said order a Sale Certificate was issued by the said Registrar of the said High Court to the said Ram Chandra Laha on the twentieth day of April one thousand nine hundred and seventeen as such purchaser as aforesaid of the said premises No. 4 Banstolla Lane, Gobra and the said Sale Certificate was registered in Book No. I, Volume No. 15, Pages from 278 to 280, Being No. 2615 for the year 2017 at the office of the Sub Registrar at Sealdah;
 - D) The said Ram Chandra Laha died on the seventeenth day of September one thousand nine hundred and twenty five after having executed his last Will and Testament on the eighteenth day of March one thousand nine hundred and twenty two and a Codicil thereto on the twenty fifth day of August one thousand nine hundred and twenty five;
 - E) By the said Will the said Ram Chandra Laha appointed Abinash Chandra Sen, Indra Nath Laha and his wife Sreemutty Sulochana Dassi executors and executrix thereof;
 - F) By the said Codicil the said Ram Chandra Laha revoked the said appointment of executors and executrix and appointed the said Abinash Chandra Sen and Indra Nath Laha executors of the said Will and Codicil;
 - G) Probate of the said Will and Codicil was granted by the said High Court in its Testamentary and Intestate jurisdiction to the said Abinash Chandra Sen and Indra Nath Laha on the twenty fourth day of November one thousand nine hundred and twenty five;
 - H) By the said will the said Ram Chandra Laha directed amongst other things that if the said Premises No. 4 Banstolla Lane, Gobra was not sold during his lifetime the same should be sold by his executors and executrix to the best advantages;
 - I) The said premises No. 4 Banstolla Lane Gobra was not sold by the said Ram Chandra Laha in his life time and whereas pursuant to the directions of the said Will the said Abinash Chandra Sen and Indra Nath Laha had the said Premises No. 4 Banstolla Lane Gobra put up for sale by public auction through Messrs Mackenzie Lyall and Company, Public Auctioneers of the City of Calcutta on the twenty fourth day of January one thousand nine hundred and twenty seven and at such sale the said Jadu Moti Mookerjee was declared the highest bidder for and purchaser of the said premises No. 4 Banstolla Lane, Gobra;
 - J) By a Deed of Conveyance dated 6th April 1927 and made between the said Abinash Chandra Sen and Indra Nath Laha therein described as the Vendors of the One Part and Lady Jadumati Mookerjee wife of Sir Rajendra Nath Mookerjee therein described as the Purchaser of the Other Part, and registered by the Sub-Registrar Sealdah in Book No. I, Volume No. 12, Pages 62 to 67, Being No. 519 for the year 1927, the said Vendors thereof sold conveyed and transferred the said property absolutely to the said Lady Jadumati Mookerjee thereof for the consideration therein mentioned; The Recitals D to I above are based on the recitals contained in the said deed of conveyance dated 06-04-1927 and under mentioned deed of conveyance dated 30-08-1950;
 - K) The said Lady Jadumati Mookerjee died on the 22nd July 1938 leaving a Will but without making any testamentary disposition of her said Stridhan property and whereas on the 8th September 1938 Probate of the last Will and Testament and Codicil of the said Lady Jadumati Mookerjee was granted by the High Court at

- Calcutta in its Testamentary and Intestate Jurisdiction by the executors named in the said Will and whereas the said Lady Jadumati Mookerjee died leaving her only two sons Sir Birendra Nath Mookerjee and Jitendra Nath Mookerjee as her own heirs;
- L) The said Jitendra Nath Mookerjee died on the 3rd October 1939 leaving behind his only heirs namely Prova Mookerjee, Rabindra Nath Mookerjee and Smt. Shefali Chatterjee respectively the widow son and daughter of the said Jitendra Nath Mookerjee deceased and no other heirs;
- M) As such the aforesaid members of the Mookerjee family were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land containing by estimation an area of 2 Bighas 10 Cottahs (more or less) together with various shades/structures standing thereon situate lying at and being then known 4 Gobra Goristhan Lane, (previously known as No. 4 Banstolla Lane), Gobra which has since been numbered and known as Municipal Premises No. 4, Mahendra Chatterjee Lane, Kolkata 700046; The Recitals in K & L are based on the recitals contained in deed of conveyance dated 30-08-1950;
- N) By a registered Indenture dated 30th August 1950 and made between (1) Sir Birendra Nath Mookerjee (2) Smt. Prova Mookerjee (3) Rabindra Nath Mookerjee and (4) Shefali Chatterjee therein collectively referred to as 'the Vendors' of the One Part and Raghu Nandan Lal therein referred to as 'the Purchaser' of the Other Part and registered at the office of the Registrar of Calcutta in Book No. I, Volume No. 94, Pages 209 to 217, Being No. 4004 for the year 1950, the said Vendor for the consideration therein mentioned sold transferred and conveyed the entirety of the land and building unto and in favour of the said Raghu Nandan Lal;
- O) By an Indenture of Release dated 31st January 1951 and made between Raghu Nandan Lal therein referred to as the Releasor of the One Part and Asoka Adhikary therein referred to as the Releasee of the Other Part and registered at the office of the District Registrar, 24 Parganas in Book No. I, Volume No. 16, Pages 188 to 192, Being No. 800 for the year 1951 the said Raghu Nandan Lal lawfully released relinquished disclaimed and transferred all his right title interest into or upon the said land and building in its entirety unto and in favour of the said Asoka Adhikary;
- P) In the premises the said Asoka Adhikary thus became absolute owner and entitled to the entirety of the said property;
- Q) By an Indenture dated 21st January 1955 and made between Asoka Adhikary therein referred to as the Vendor of the One Part and Gresham & Craven of India Limited a company with limited liability incorporated under the Indian Companies Act, therein referred to as the Purchaser of the Other Part and registered at the Office of the Registrar of Calcutta in Book No. I, Volume No. 15, Pages 171 to 179, Being No. 236 for the year 1955 the said Asoka Adhikary being lawful owner of and being seized and possessed of and otherwise well and sufficiently entitled to the said property lawfully for the consideration therein mentioned sold transferred and conveyed the land and building unto and in favour of the said Gresham & Craven of India Limited;
- R) By a registered indenture dated 7th January 1965 and made between Gresham and Craven of India Limited therein referred to as the Vendor of the One Part and Heatly and Gresham Limited a company incorporated under the English Companies Act having its registered office in England and then carrying on business in India at 31, Chittaranjan Avenue in the town of Calcutta (Kolkata), the Vendor herein therein referred to as the Purchaser of the Other Part and registered at the office of the Sub Registrar, Sealdah in Book No. I Volume No. 2, Pages 201 to 205, Being No. 64 for the

year 1965 the said Gresham and Craven of India Limited for the consideration therein mentioned sold transferred and conveyed the land and building unto and in favour of the Vendor herein;

- S) In the premises the said Heatly and Gresham Limited thus became the absolute Owner of all piece and parcel of land together with building and structures erected on portion thereof the same being comprised in the said property;
- T) On 06-02-1968 the said Heatly and Gresham Limited got approval from Ministry of Finance (Department of Economic Affairs) vide letter dated 6th February, 1968 to float company under the Indian Companies Act, 1956 under the name and style of "Heatly & Gresham India Ltd., to be a Manufacturing-cum-Trading Unit with a minority foreign capital of 49% and majority Indian holding of 51% for the purpose of transfer of its business operations and its activities of the Sterling Company as a going concern together with all assets and liabilities of its Indian Branch pertaining to its said business and activities in India;
- U) Pursuant to the above approval the Heatly & Gresham (India) Private Ltd, was incorporated under the provisions of the Companies Act, 1956 (Act-I of 1956) vide Certificate of Incorporation issued by the Registrar of Companies, Maharashtra with the main object "to acquire and take over as a going concern the trading and certain business then carried on in India by the said Heatly and Gresham Limited and all or any of the assets and liabilities of that business used in connection therewith or belonging thereto";
- V) On 30-06-1970 a "Business Purchase Agreement" was executed by and between the said Heatly and Gresham Limited and Heatly & Gresham India Ltd whereby the Heatly and Gresham Limited agreed to sell and Heatly & Gresham India Ltd agreed to purchase all that the business of the Vendor then carried out in India as a going concern as at 21-10-1969 (Date of Transfer) together with its goodwill and stock-in-trade and the assets both movable and immovable and tangible and intangible and the liabilities of that business mentioned therein and as incidental to the sale of the business upon the terms mentioned therein and for the agreed lawful consideration price thereof payable partly in the form of issuance of the fully paid-up or partly paid-up equity shares of Heatly & Gresham India Ltd and partly in the form of discharge of the prescribed liabilities of Heatly & Gresham India Ltd as on the date of transfer and residual by crediting in books of account as interest bearing loan lent by the Heatly and Gresham Limited to Heatly & Gresham India Ltd refundable to the Vendor;
- W) Under the terms of the said business agreement dated 30-06-1970 the amount of the agreed consideration price was to be determined as per book-value of the assets relating to the business as of the 'Date of Transfer' i.e., 30-06-1969 as mentioned in clause-4 thereof and the said assets included the said land and building at Premises No. 4 Mahendra Chatterjee Lane Kolkata-700046;
- X) On 26-06-1970 while acting in terms of the said Business Purchase Agreement, a Deed of Assignment was executed by and between Heatly and Gresham Limited therein referred to as 'the Assignor' and Heatly & Gresham India Ltd therein referred to as 'the Assignee' and registered in the office of the Sub-Registrar Bombay (Mumbai) whereby and where-under the business of Heatly and Gresham Limited as a going concern with all assets, stocks, tools, equipment, furniture and fixture and other assets lying and situate at the said land and building together with goodwill and the benefits of Tenancy Rights in respect of business premises in various places

in India and all other tangible and intangible rights connected with the said business was transferred absolutely and forever to Heatly & Gresham India Ltd for the lawful consideration price of Rs.7.35 lacs agreed to be paid in the form of issuance of the fully paid-up equity shares of Heatly & Gresham India Ltd in favour of Heatly and Gresham Limited with the prior approval of the Reserve Bank of India after discharge of statutory and third party liabilities accrued during usual course of its business in India;

- Y) Heatly and Gresham Limited in terms of the said Business Purchase Agreement immediately after execution and registration of deed of assignment handed over to Heatly & Gresham India Ltd all title deeds, documents and licenses/permissions concerning the assigned business and its said land and building and other business places in India and also put Heatly & Gresham India Ltd in actual physical and khas possession of the said land and building in its entirety;
- Z) Further in compliance of the RBI Press Release Directives dated 03-01-1974 declaration under the provisions of the Foreign Exchange Regulation Act, 1973 then brought into force was submitted by Heatly and Gresham Limited in a prescribed form while seeking permission to transfer its right, title and interest in respect of the said land and building to Heatly & Gresham India Ltd in terms of the said Business Purchase Agreement and the RBI while directing to make fresh application for transfer granted license to Heatly and Gresham Limited vide License No. EC.CO.FCS(III)380/H-25-74 dated 2nd July, 1974 authorizing to continue to hold its freehold immovable Premises being the said land and building which was existed and acquired by Heatly and Gresham Limited long prior to coming into force of the said Act of 1973;
- AA) In 1983, the RBI vide its letter No. EC.CO.FID(iii)/800/H-25/83-84 dated 06-10-1983 cancelled and retained the License No. EC.CO.FCS (III)380/H-25-74 dated 2nd July, 1974 granted to Heatly and Gresham Limited to continue to hold the said land and building on the ground that since the non-resident interest in the Heatly and Gresham Limited did not exceed the prescribed limit of 40%, the FERA was not applicable to Heatly and Gresham Limited;
- BB) The RBI accorded approval to Heatly and Gresham Limited for acquiring equity shares in the Indian Company, Heatly & Gresham India Ltd, vide its letter No. E.C.BY.CI/5289-76 dated 05-10-1976 and accordingly the equity shares of the Heatly & Gresham India Ltd were issued in favour of Heatly and Gresham Limited. Apart from above issuance Heatly & Gresham India Ltd further issued 2678 equity shares of Rs.100 each in its company in favour of Heatly and Gresham Limited pursuant to the further approval of the RBI accorded vide its letter dated E.C.BY.CI.1243/803(HIJ)/91-92 dated 12-02-1992 and such issuance was as and by way of payment of agreed consideration money in terms of the said Business Purchase Agreement for transfer inter alia of the said land and building;
- CC) In the premises above, in terms of the Business Purchase Agreement agreed consideration price as assessed on the basis of book value as on the date of transfer i.e. 21-10-1969 of the properties including said land and building was fully paid to Heatly and Gresham Limited by Heatly & Gresham India Ltd and part of such payment was issuance of 39.99% fully paid-up Equity Shares of Heatly & Gresham India Ltd and thus the transfer of the business of Heatly and Gresham Limited in India as a going concern together with all its assets and properties including the said

land and building was concluded for all purpose and intent pending execution and registration of a conveyance in respect of the said land and building;

- DD) Since 1969 till date i.e., for half a century Heatly & Gresham India Ltd was in uninterrupted actual physical possession, occupation and enjoyment of the said land and building and during the course of long period inducted tenants into structures and covered areas thereof and has been exercising its absolute ownership right, authority and entitlement over the said land and building without any interruption, disturbance, obstruction, objection and claim whatsoever and howsoever and consequent upon legal implication Heatly and Gresham Limited was lawfully seized and possessed of and otherwise well and sufficiently entitled to the said freehold land and building as absolute owner thereof;
- EE) In further performance of contractual obligation under the Business Purchase Agreement Heatly and Gresham Limited handed over to Heatly & Gresham India Ltd all original documents, deeds and papers concerning its business activities and place of business in India including original title deeds of the said land and building including conveyance dated 7th January, 1965 being Deed No. 64 for the Year 1965 and the Confirming Party for about half a century is in the custody and control of the said documents, title deeds etc;
- FF) Original deed of conveyance dated 7th January, 1965 being Deed No. 64 for the Year 1965 in respect of the land and building was misplaced and ultimately become untraceable despite all diligent effort to trace out the same. However Heatly & Gresham India Ltd was in custody and control of original of certified copy of the said deed of conveyance issued on 02-06-1977 and a G.D. Entry bearing No.1727 dated 26-06-2019 recording lost of the original of the said deed of conveyance was made in Topsia Police Station and a public notice was also published about the said lost deed in leading News Papers in Bengali, English, Hindi and Urdu languages and invited thereby any claim or objection against proposed transfer of the said land and building by the Heatly & Gresham Ltd and none had raise any claim or has made demand whatsoever against the said property;
- GG) Pursuant to its resolution dated 09-07-2019 Heatly & Gresham Ltd executed on 9th January, 2019 a Special Power of Attorney and thereby appointed and constituted and put in its place and stead Heatly & Gresham India Ltd and authorized and empowered Heatly & Gresham India Ltd inter alia to sell and transfer the said land and building for and on behalf of the Vendor to its nominee (s) on "as is where is and what is basis" and to sign, execute conveyance, application(s), declaration, undertaking, affidavit, indemnity etc., and to do all necessary act deed and thing for and on behalf of the Heatly & Gresham Ltd to transfer the said land and building in accordance with law of land;
- HH) In the back drop, on the application of Heatly & Gresham ILtd through Heatly & Gresham India Ltd bearing HGIPL/RBI/01 dated 21-01-2019 followed by HGIPL/RBI/03 dated 16-04-2019, the Reserve Bank of India (RBI) vide its letter bearing FED.CO.ND(IP)/879/10.51.000/2017-18 dated 20th May 2019 accorded 'No Objection' from FEMA angle for the transfer of the said land and building to a person resident in India who is not otherwise prohibited from such acquisition under the FEMA provisions, on non-repatriation basis of the sale proceeds;
- II) Under the facts and circumstances recited above, Heatly & Gresham India Ltd became entitled to have deed of conveyance executed in their favour or in favour of their nominee pursuant to the Business Purchase Agreement dated 30-06-1970 to

receive and retain the sale proceeds of the said land and building receivable from the Purchaser since Heatly & Gresham India Ltd had fully paid agreed consideration money to the Heatly & Gresham Ltd in terms of the above recited Business Purchase Agreement in respect of the Heatly & Gresham India Ltd's business places and its assets in India including the said land and building pending execution and registration of the deed of conveyance in respect of the said land and building;

- JJ) By an agreement for sale date 1st day of March 2021 Heatly & Gresham Ltd with the consent and concurrence of Heatly & Gresham India Ltd had agreed to sell and transfer and the Owner/Vendor herein had agreed to purchase and acquire ALL THAT the piece and parcel of land containing by estimation an area of 2 bighas 10 cottahs (more or less) together with structures standing thereon situate lying at and being Premises No. 4 Mahendra Chatterjee Lane, Kolkata 700046 more fully and particularly mentioned and described in the SCHEDULE thereunder written free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever for the consideration and subject to the terms and conditions there under written;
- KK) By a Deed of Conveyance dated 12th day of April 2022 made between Heatly & Gresham Limited therein referred to as the Vendor of the First Part, the Owner herein therein referred to as the Purchaser of the Second Part and Heatly & Gresham (India) Private Limited therein referred to as the Confirming Party of the Third Part and duly registered in Book No.I, Volume No.1904-2022, Page from 563244 to 563290, Being No.190407271 for the year 2022, at the Office of the Additional Registrar of Assurance-IV, Kolkata, the said Vendor for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchaser ALL THAT the piece and parcel of land admeasuring 2 Bigha 10 Cottahs, (but on actual measurement and survey and also stated in the records of the Alipore Collectorate as containing 2 Bighas 7 Cottahs, 9 Chittacks and 5 sq. ft. (3181.9 Sq.mtr) be the same little more or less together with 50 years old tin shed residential structure with cement flooring covering an area of 36000 square feet little more or less standing thereon, situate lying and being Municipal Premises No. 4, Mahendra Chatterjee Lane (also known as Premises No. 4, Mohendra Chatterjee Lane) (Formerly 4, Gobra Goristhan Lane and previously No. 4, Banstolla Lane), Kolkata-700046 under P.S. previously Beniapukur now Topsia, presently under Kolkata Municipal Corporation Ward No. 059 and Additional District Sub-Registry Sealdah and District Registry Alipore, District 24 Parganas (South) morefully more fully described in the first schedule thereunder written.

Schedule-B

(Premises)

ALL THAT the piece and parcel of land admeasuring 2 Bigha 10 Cottahs, (but on actual measurement and survey and also stated in the records of the Alipore Collectorate as containing 2 Bighas 7 Cottahs, 9 Chittacks and 5 sq. ft. (3181.9 Sq.mtr) be the same little more or less, situate lying at and being Municipal Premises No. 4, Mahendra Chatterjee Lane (also known as Premises No. 4, Mohendra Chatterjee Lane) Kolkata-700046 within P.S. Topsia, under Kolkata Municipal Corporation Ward No. 059 and Additional District Sub-Registry Sealdah and District Registry Alipore, District 24 Parganas (South) and butted and bounded as follows:

ON THE NORTH BY : Partly by 12 feet wide Mohendra Chatterjee Lane,
Partly by Premises No. 3B Mohendra Chatterjee
Lane & Partly by Premises No. 3D Mohendra
Chatterjee Lane;

ON THE SOUTH BY : Partly by Premises No. 2, Gobra Muslim Kabrastan
& Partly by Mohendra Roy Lane;

ON THE EAST BY : Partly by Premises No.18A, Mohendra Roy Lane &
Partly by Premises No. 18B/1, Mohendra Roy Lane;
and

ON THE WEST BY : Partly by Mohendra Chatterjee Lane & Partly by
Premises No.5, Mohendra Chatterjee Lane.

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

Schedule-C

(Common Portions)

SECTION A: (Common Portions and installations in respect whereof only right of user in common shall be granted):

- a) Lobbies, common passages and staircases of the Building and common paths in the Premises.
- b) Lift pits, chute and machine rooms of the lifts comprised in the Building.
- c) Common staff toilets on the ground floor of the Building.
- d) Common space on the ground floor.

- e) Common drains, sewers and pipes.
- f) Water supply.
- g) Common underground water reservoir and overhead water tank.
- h) Wires and accessories for lighting of Common Areas.
- i) Water Pump and motor.
- j) Lifts and lift machinery.
- k) Fire fighting equipment.
- l) Landscaped area.
- m) Close Circuit TV on the ground floor with central security surveillance.
- n) Common Roof Area only.
- o) Fire Landing as per applicable rules.
- p) Swimming Pool on the _____ floor.
- q) Multi-Gym, and Lounge on the _____ floor with common terrace.
- r) Community hall/Banquet hall on the 1st floor with common terrace.

SECTION-B (Common installations for which proportionate additional separate costs are to be paid by the Purchaser)

- a) Electrical installations relating to meters, transformer and/or substation if any, for receiving electricity from the Electricity Authority.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services.
- c) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section A hereinabove.

Schedule-D (Easements & Restrictions)

The Purchaser and/or the Unit Owners (including the Owner/Vendor) shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Flats over the Common Portions mentioned in Schedule-C.

2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable TV, etc. to and through each and every portion of the Premises including all the Flat Units therein.
3. The right of support, shelter and protection of each portion of the Building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Flat Units in the Building or necessary for the use or enjoyment thereof by the Unit Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.
5. The right of the Unit Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Flat Units therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

Schedule-E
(Purchaser's Covenants)

Part-I
(Specific Covenants)

1. The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Owner/Vendor/Maintenance Agency/Association from time to time;
- b) permit the Owner, Vendor, Maintenance Agency and Association and their respective men, agents and workmen to enter into the said Flat for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
- c) deposit the amounts for various purposes as required by Owner/Vendor/Maintenance Agency or the Association;
- d) use and occupy the said Flat only for the purpose of residence and not for any other purpose;

- e) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) keep the said Flat and partition walls, sewers, drains-pipes, cables, wires, entrance and main entrance serving any other Flat in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats/parts of the Building;
- g) in particular, and without prejudice to the generality of the foregoing, not to make any form of change or alteration in or affecting the structural strength of or cut or damage the beams, columns, walls, etc. passing through the said Flat or the Common Portions for any purpose including for fixing, changing or repairing the concealed wiring and pipelines or otherwise and/or make any form of change or alteration in or affecting the structural stability of the Building maintain and/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;
- h) maintain and/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;
- i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes only;
- j) to pay charges for electricity in relation to the said Flat Unit wholly.
- k) bear and pay the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Flat Unit wholly;
- l) pay the Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Corporation;
- m) pay for other utilities consumed in or relating to the said Flat Unit
- n) allow the other Unit Owners the right to easements and/or quasi easements;

- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other payments mentioned herein within 7 (seven) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Owner/Vendor for the Common Purposes.

2. The Purchaser agrees undertakes and covenants (in particular and without prejudice to the generality of the contents of this Deed):

- a) not to damage, demolish or cause to be damaged or demolished the said Flat or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Owner/Vendor and with the prior sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;
- d) not to open out any additional window or fix any grill box (outside the window) or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;

- i) 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/gates of the said Flat Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Owner/Vendor may affect the elevation in respect of the exterior walls of the Premises; or deviation or which in the opinion of the Owner/Vendor may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner/Vendor in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Common Portions of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other Common Portions of the Building;
- m) not to store in the said Flat Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;
- o) not to claim any right over and/or in respect of the roofs of the Building other than the right of common use in respect of the Common Roof Area only or in respect of any open land at the Premises or in any other open or covered areas of the Building and the Premises not meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Flat or the Building and not to permit any new window, light, opening, doorway, path, passage, drain, or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Owner/Vendor and the Association;

- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car or two wheelers at any place other than the space earmarked for parking cars of the Purchaser if mentioned in **Part-II of Schedule-G**;
- s) not to sell, transfer, let out or part with possession of the parking space, if so acquired by the Purchaser hereunder, independent of the said Flat except to any other Unit Owner and to use the same only for the purpose of parking a medium sized motor car;
- t) not to install any window-type air-conditioner in the said Flat and not to Install any other type of air-conditioner at any place other than the places specified/identified for the same by the Owner/Vendor;
- u) not to install any external wires or cables that may be visible outside the said Flat;
- v) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- w) not to install any false ceiling in the said Flat without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety norms;
- x) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Portions;
- y) not to interfere in any manner with the right, title, interest or entitlement of the Owner and/or the Unit Owners in respect of other Flat Units;
- z) not to use the said Flat Unit for any purpose save and except for residential and other lawful purposes and not to use the same for any illegal or immoral purposes or in any manner that may cause nuisance to other occupiers of the Building;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior written permission from the Corporation and other concerned authorities as also the Owner/Vendor and the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;

- ab) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- ac) not to make any claim of any nature whatsoever with regard to the Premises besides the said Flat Unit transferred hereby and the common enjoyment of the Common Portions;
- ad) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the premises;
- ae) not to keep or harbour any bird or animal in the Common Portions of the Premises;
- af) not to make claim of any right of pre-emption or otherwise regarding any of the other Flat Units or any portion of the Building and/or the Premises;
- ag) not to sub-divide the said Flat Unit and/or the said Parking Space, if allotted, or any portion thereof;
- ah) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV/Satellite Dish Antenna;
- ai) not to interfere with the common use and enjoyment of the Common Portions by the Owner/Vendor or the other Unit Owners;
- aj) not to install any loose, hanging or exposed wires or cables anywhere outside the said Flat Unit;
- ak) not to interfere with, obstruct or hinder the rights of the Owner regarding the roof including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Deed;
- al) not to carry on or permit to be carried on at the said Flat Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighbourhood;

am) not to use the said Flat Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Owner/Vendor to any liability under environmental laws; and

an) not to install grills which have not been approved by the Vendor.

3. The Purchaser agrees, undertakes and covenants 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, completion, sale, transfer of the Building or any portion thereof by the Owner/Vendor or the measurement or the area of the said Flat as described Part of Schedule-G hereto, etc.

4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever the computation of the Super Built-up Area of the said Flat mentioned in the **Schedule-G** hereto in accordance with the definition and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.

5. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser will pay the Maintenance Charges in respect of the said Flat Unit as also other costs, expenses and outgoings in respect of the said Flat Unit with effect from the Date of Possession. The Purchaser shall be liable to pay the Corporation taxes and other taxes from the date of this Deed of Conveyance.

6. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Owner/Vendor fully regarding the above.

7. The Project and the Building constructed at the Premises have been named as "KALIM ZEUS" and shall always be known by the said name. The Purchaser and/or the Unit Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Building name that has been installed at the entrance of the Premises.

8. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the

Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Owner/Vendor for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.

9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Flat Unit subject to the following conditions:

a) The said Flat Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Flat Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b) The transfer of the said Flat Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Flat Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes etc. relating to the said Flat Unit payable to the Owner/Vendor, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

10. The Purchaser shall not claim any partition of the land comprised in the Premises.

11. The Purchaser shall use and enjoy the said Flat Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owners and/or the Owner/Vendor.

12. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Owner/Vendor in respect of the Premises or any portion thereof nor against the Owner/Vendor with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

13. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Owner, the Maintenance Agency and the Association of from and against all losses, damages claims, demands, actions, proceedings, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser.

Part-II
(Maintenance)

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency who shall be responsible to provide and maintain essential services in the Project till the offer to the Association for taking over of the maintenance of the Project subject to the Purchaser making timely payment of the Maintenance Charges, Common Expenses and other liabilities and subject to the Purchaser complying with all his obligations under this Deed and/or otherwise under the law and not committing any breach, default or violation.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 7 (seven) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 12% (twelve percent)

per annum compoundable quarterly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Flat Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.

6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be done by the Owner/Vendor/Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Common Expenses and/or other payments by the Purchaser after giving 15 (fifteen) days prior notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Owner/Vendor until the Association is formed and starts functioning effectively and till that time the Owner/Vendor shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund,

Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.

11. The Owner/Vendor covenants and undertakes to remain liable and responsible for payment of Maintenance Charges for all the Units that may remain with the Owner and/or that may remain unsold.

Part

III

(Association)

1. After handing over possession of all the Flat Units in the Building, the Owner/Vendor, shall take steps for formation of the Association for the maintenance and management of the Common Portions described in Schedule-C, the Building and other areas at the Premises. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Owner/Vendor shall not be entitled to be recognized by the Owner/Vendor and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Building shall be made over to the Association by the Owner/Vendor and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running.
2. All the Unit Owners including the Purchaser shall become members/shareholders of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye laws as be framed and/or made applicable by the Owner/Vendor.
3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Owner/Vendor and the Purchaser hereby consents to

accept and sign the same and to assist the Owner/Vendor in all respects in formation of the Association.

4. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
5. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
6. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
7. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Owner/Vendor and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises.
8. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Owner in favour of the Unit Owners.
9. The certified copies of title deeds relating exclusively to the Premises along with related documents and certified copy of sanctioned plan of the Building shall be handed over by the Owner to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

10. After the maintenance of the Building is made over to the Association, the Association may either manage the maintenance of the Building on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Owner in favour of the Unit Owners.
11. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/purposes.
12. The owner shall hand over the maintenance of the Building to the Association at such time as it may deem necessary after obtaining the Completion Certificate in respect of the said Building and upon such handing over, the Association shall be responsible for the maintenance of the Building and the Premises.
13. From the date of handing over of maintenance to the Association, the Owner/Vendor shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
14. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift licence, generator license, fire licence, etc. and the owner shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the owner and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

Part-IV

(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, servicing, white washing painting, rebuilding, reconstructing decorating redecorating all the external walls of the Building and all Common Portions, fixtures, fittings, electrical wirings and equipment in, under or upon the Building enjoyed or used in common by the occupiers of the Building/Premises.
2. Salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, caretaker, person in charge of administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium payable for insuring the Building and/or any of the Common Portions against earthquake, fire, lightening, mob violence, civil commotion etc., if insured.
4. Costs and expenses of supplies for common purposes electricity, water charges etc. payable to any concerned authorities and/or organisation and payment of all charges incidental thereto.
5. Corporation Taxes and other rates, taxes, levies, demands and all other outgoings for the Common Portions save those which would be separately assessed and/or incurred in respect of any Flat Unit.
6. Costs, establishment charges and operational charges of the Maintenance Agency relating to Common Purposes.
7. Electricity expenses for lighting all the Common Portions, outer walls of the building and for operation of all the common facilities and utilities.
8. Operational and repairs and maintenance cost of the Lifts, Intercom, EPBAX, Generator, etc.
9. Operational and repairs and maintenance cost of the car parking spaces shall form part of Common Expenses though the car parking spaces are not part of Common Portions.
10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.

Part-V

(Mutation, taxes and impositions)

1. The Owner/Vendor will get the said Flat Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 12% (twelve) per cent per annum.
2. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (Impositions) shall be proportionately borne by the Purchaser.
3. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat Unit would accrue with effect from the date execution of this Deed of Conveyance,
5. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

Schedule-F

[Agreed Consideration]

Agreed Consideration for the transfer of the said Flat Unit along with the right to use 1 (One) Open Car Parking as defined in this Deed.

Rs./-

(Rupees only)

Schedule-G

Part -I

“Said Flat”

ALL THAT one self contained residential **Flat No.**_____, containing by estimation carpet area of _____ **Square Feet**, Built up area of _____ **Square Feet**, more or less, consisting of ____ (_____) Bed Rooms, 1 (One) Living cum dining Hall, 1 (One) Kitchen, ____ (_____) Bath cum Privy & 1 (One) Balcony with tiles flooring located on the ____th **floor** of the building situate lying at Premises No. 4 Mahendra Chatterjee Lane, Police Station Topsia, Kolkata – 700046, TOGETHER WITH an undivided proportionate indivisible variable share or interest in the land comprised in the said Premises AND FURTHER TOGETHER WITH an undivided proportionate indivisible share in all common parts, portions, areas, facilities, utilities, amenities etc. (including the Common Portions).

The said Flat is delineated in RED borders in the Plan annexed hereto and butted and bounded as follows :-

On the North by ;;

On the South by ;;

On the East by ;;

On the West by :.

PART-II

“Said Parking Space”

ALL THAT the right to park medium sized car in:

1 (One) open car parking space **open to sky admeasuring** _____ **square feet on the ground floor** which is more fully described and delineated in the **Plan** coloured with **RED** bordered and annexed hereto.

8. EXECUTION AND DELIVERY:

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

Executed and Delivered by the **Owner** at
Kolkata in the presence of:

Executed and Delivered by the
Purchaser at Kolkata in the presence
of:

Drafted by me:

(BHUPENDRA GUPTA)
Advocate
HIGH COURT AT CALCUTTA
ENROLMENT NO: WB/98/2001

MEMO OF CONSIDERATION

RECEIVED from within named Purchaser a sum **Rs. /- (Rupees)**, only plus GST of **Rs. /- (Rupees)** only as per memo stated below:

MEMO

SL No	Date	Mode	Principal Amount (Rs)	Gst (Rs)	Amount Received (Rs)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
		TOTAL			

SIGNATURE OF THE
OWNER/VENDOR/PROMOTER

WITNESSES:

1.

2.