

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the _____ day of _____, **Two Thousand and Twentyfive (A.D.);**

By and Between

M/s. GARIMA DEVELOPERS (PAN# AAJFG3512G), a Partnership Firm formed under the provisions of the Indian Partnership Act, 1932, having its place of business at 9B, Padmapukur Road, Post Office Elgin Road, Police Station Bhowanipore, Kolkata 700 020, District South 24-Parganas, West Bengal **represented by** its authorized Partners namely (1) **Dr. KISHORE GANDHI @ KISHORE KUMAR GANDHI** (PAN# AHFPG8743G, AADHAAR# 8903 5032 7661, MOBILE# 9830041381), son of Late Chunilal Gandhi, by faith Hindu, by Nationality Indian, by occupation Business, residing at 75/1A, Ashutosh Mukherjee Road, Post Office & Police Station Bhowanipore, Kolkata 700 025, District South 24-Parganas, West Bengal and (2) **Sri RAMESH CHOWDHURY** (PAN# ACSPC5253B, AADHAAR# 4978 2614 0298, MOBILE# 9231806446), son of Late Mihirlal Chowdhury, by faith Hindu, by Nationality Indian, by occupation Business, residing at 7, Padmapukur Road, Post Office Elgin Road, Police Station Bhowanipore, Kolkata 700 020, District South 24-Parganas, West Bengal, hereinafter called and referred to as the "**VENDOR/PROMOTER/LANDOWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office, executors, administrators, representatives and assigns) of the **FIRST PART;**

And

[If the Purchaser is a Company]

_____ (CIN # _____, PAN# _____), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its Registered Office at _____, Post Office _____, Police Station _____, District _____, State _____, PIN _____, represented by its Authorized Signatory, Sri/Smt. _____ (PAN# _____, AADHAAR# _____, MOBILE# _____), son/wife/daughter of _____

_____, by faith_____, by Nationality Indian, by occupation_____, residing at_____,
 Post Office_____, Police Station_____, District_____,
 State_____, PIN_____, hereinafter called and referred to as the "**PURCHASER/S**"
 (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**;

[Or]

[If the Purchaser is a Partnership]

_____ (PAN# _____), a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, Post Office _____, Police Station_____, District_____, State_____, PIN_____, represented by its Authorized Partner, Sri/Smt. _____ (PAN# _____, AADHAAR# _____, MOBILE# _____), son/wife/daughter of _____, by faith_____, by Nationality Indian, by occupation_____, residing at_____, Post Office_____, Police Station_____, District_____, State_____, PIN_____, hereinafter called and referred to as the "**PURCHASER/S**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

[Or]

[If the Purchaser is an Individual]

Sri/Smt. _____ (PAN# _____, AADHAAR# _____, MOBILE# _____), son/wife/daughter of _____, by faith_____, by Nationality Indian, by occupation_____, residing at_____, Post Office_____, District_____, State_____, hereinafter called and referred to as the "**PURCHASER/S**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**;

[Or]

[If the Purchaser is a HUF]

Sri _____ (PAN# _____, AADHAAR# _____, MOBILE# _____), son/wife/daughter of _____, by faith _____, by Nationality Indian, by occupation _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF having its place of business/residence at _____, Post Office _____, District _____, State _____, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**;

The Vendor/Promoter/Landowner and the Purchaser/s shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

- A. The Vendor/Promoter/Landowner is the absolute and lawful owner of the land with structure constructed thereon i.e. **ALL THAT** piece or parcel of a **Bastu land** measuring about **4 (Four) Cottah 0 (Zero) Chittack and 40 (Forty) Sq.ft.** more or less being **Municipal Premises No.1/20, Rupchand Mukherjee Lane, Kolkata 700 025, Post Office & Police Station Bhowanipore, Kolkata 700 025 in the District of South 24-Parganas**, within the limits of the Kolkata Municipal Corporation **Ward No.073** having **Assessee No. 11-073-20-0018-5 TOGETHER WITH a G+IV** storied Residential Building now being constructed on the said premises in accordance with the sanctioned Building Plan being **B.P. No. 2021090054 dated 1st day of December, 2021** and subsequently revised **vide B.P. No.2023090007 dated 18th day of April, 2023**, of the Kolkata Municipal Corporation **TOGETHER WITH** common passages for egress and ingress of the said land, common facilities, privileges, easement and quasi-easement rights available therein, morefully described in **PART-I** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**SAID PREMISES**").
- B. The particulars of the title of the Vendor/Landowner to the said premises are fully described in **PART-II** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**DEVOLUTION OF TITLE**").
- C. The said premises is earmarked for the purpose of building a residential Project being a proposed multistoried (G+IV) residential building comprising residential apartments, car parking spaces and other spaces (hereinafter referred to as the "**SAID PROJECT**") and the Said Project shall be known as "**GARIMA RESIDENCY**".
- D. Be it stated that the said **GARIMA DEVELOPERS** being the Vendor/Landowner herein

purchased the said premises on "As is Where is" basis subject to the benefit of sanctioned **Building Plan No. (B.P. No.) 2021090054 dated 1st day of December, 2021**, and after such purchase, the Vendor/Landowner got its name mutated in the Assessment Roll of the Kolkata Municipal Corporation under **Assessee No. 11-073-20-0018-5**, and paying all rates and taxes on regular basis in respect of the said premises.

- E.** Thereafter, the said **GARIMA DEVELOPERS** being the Vendor/Landowner herein got a revised building plan sanctioned from the Kolkata Municipal Corporation **vide B.P. No.2023090007 dated 18th day of April, 2023** for construction of a **G+IV (multistoried) building** on the said premises, and undertook the construction job in the said premises.
- F.** The Purchaser/s/Allottee/s, being desirous of purchasing an Apartment in the said project, applied for allotment for an apartment in the said project on _____ and had been allotted Apartment/Flat No. _____ having super built up area of _____ Sq.ft. corresponding to covered area of _____ corresponding to carpet area of _____ Sq.ft. more or less, Type _____, on _____ Floor more or less, along with covered Car Parking Space being No. _____ on the Ground floor of Building, morefully described in the **SECOND SCHEDULE** (hereinafter referred to as the "**SAID APARTMENT**"), to be developed in accordance with the said sanctioned plan **Together With** the right to enjoy the Common Areas, Amenities and Facilities available in the said project, morefully described in the **THIRD SCHEDULE** hereunder written.
- G.** Subsequently, by an **Agreement for Sale** (hereinafter referred to as the "**ATS**") made and executed on _____ by and between the parties herein and **registered in the Office of the _____, and recorded in Book No. I, Volume No.____, Pages_____ to _____, being No._____ for the year 2025**, the Vendor/Landowner agreed to transfer and the Purchaser/s agreed to purchase the said apartment on freehold ownership basis subject to the terms and conditions contained in the said ATS, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- H.** The Purchaser/s has/have paid in full the payment of **Rs._____ /-** (**Rupees_____**) **Only** as stipulated in the Payment Plan of the ATS from time to time.
- I.** The Vendor/Promoter/Landowner since has completed construction of the Said Apartment vide **Completion Certificate No._____ issued on _____ by the Kolkata Municipal Corporation**, intimated the Purchaser/s about its intention of executing this Deed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them hereinbelow:

"ACT" means the Real Estate (Regulation and Development) Act, 2016

"RULES" means the West Bengal Real Estate (Regulation and Development) Rules, 2021.

"REGULATIONS" means the Regulations made under the Act and Rules.

"SECTION" means a Section of the Act.

"APPLICABLE LAW" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of the ATS or thereafter;

"ASSOCIATION" shall mean **"GARIMA RESIDENCY OWNERSHIP ASSOCIATION"** to be set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

"COMMON AREAS" shall mean the areas, amenities and facilities within the Project specified in **THIRD SCHEDULE** herein;

"COMMON EXPENSES" shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **PART IV** of the **FOURTH SCHEDULE** hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit/Apartment Owners including the Purchaser/s;

"COMMON PURPOSES" shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit/Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units/Apartments exclusively and the Common Areas in common;

"MAINTENANCE AGENCY" shall mean initially the Vendor/Developer or any entity/agency appointed by the Vendor/Developer for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

"UNIT/APARTMENT OWNERS" shall according to the context, mean all purchasers and/or intending purchasers of different Apartments for residential purpose in the Project.

"SAID PREMISES" means the piece of land mentioned in **PART-I** of the **FIRST SCHEDULE** as stated hereinafter.

2. CONVEYANCE AND TRANSFER:

In consideration of the payment mentioned in the **MEMO OF CONSIDERATION** hereinbelow, the Vendor/Landowner/Promoter -

- (a) hereby jointly sell convey and/or transfer, absolutely and forever, to the Purchaser/s a self-contained residential flat being Apartment/Flat No.____ having super built up area of _____ Sq. Ft. corresponding to _____ covered area of _____ Sq.ft. corresponding to carpet area of _____ Sq. ft., Type _____, on _____ Floor more or less, along with covered Car Parking Space being No._____ on the Ground floor of Building named **"GARIMA RESIDENCY"** lying and situate at **Municipal Premises No. 6C, Gopal Banerjee Street, Post Office & Police Station Bhowanipore, Kolkata 700 025, District South 24-Parganas, West Bengal** within the jurisdiction of **Kolkata Municipal Corporation** having **Assessee No. 11-073-08-0055-1, Ward No. 073 TOGETHER WITH** undivided proportionate share in the land comprised in the Said Premises (All the aforesaid, hereinafter collectively referred to as the **"SAID APARTMENT"**), more particularly described in **SECOND SCHEDULE** hereunder written and the Deed Plan of the said apartment is annexed hereto and bordered **"RED"**; and
- (b) hereby grant a perpetual and non-exclusive right to use and enjoy the Common Areas in common with all the other Unit/Apartment Owners;

free from all encumbrances, trusts, liens, lispendens, mortgages, charges and attachments whatsoever with freehold title and all benefits and rights hereby granted to the Purchaser/s, subject further to the observance and performance by the Purchaser/s of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser/s paying and discharging all rates, taxes, impositions, outgoings relating to the period from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the said Apartment and proportionately with respect to the Common Areas.

The term '**said apartment**' wherever used in this Deed shall include all the properties and rights mentioned hereinabove 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**.

AND IT IS HEREBY EXPRESSLY AGREED AND MADE CLEAR that the payments paid by the Purchaser/s include the cost of pro rata share in the common areas as defined under the Real Estate (Regulation and Development) Act, 2016 (**ACT**) and as such upon formation of the Association the pro rata share of the Purchaser/s into or upon the common areas hereby sold

and transferred in favour of the Purchaser/s shall stand transferred and/or vested in the Association upon formation without any further act deed or thing as provided under the provisions of Section 16 of the Real Estate (Regulation and Development) Act, 2016 and until then the Purchaser/s shall hold the same in trust for such Association.

The right of the Purchaser/s shall be restricted to the Said Apartment together with the right to use the common areas and the Purchaser/s shall have no right, title or interest whatsoever in respect of the others units and car parking space in the Project.

In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Vendor/Landowner shall be entitled to use, utilize, 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 it in its absolute discretion (provided the same are not contrary to the terms and conditions of the Deeds of Conveyance in favour of the Unit Owners including the Purchaser/s herein), without any reference or objection of the Purchaser/s. The Purchaser/s hereby consent/s to the same and undertake/s not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

The Purchaser/s shall use and enjoy the said apartment in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit/Apartment Owners and/or of the Vendor/Landowner/Promoter.

The Purchaser/s shall be entitled **TO HAVE AND TO HOLD** the said apartment 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/s absolutely and forever in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit/Apartment Owners and/or of the Landowner/Promoter.

The sale of the said apartment is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **FIFTH SCHEDULE** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the **FOURTH SCHEDULE** of this Deed hereto, which shall be covenants running with the said Apartment in perpetuity.

3. COVENANTS OF THE LANDOWNER/VENDOR/PROMOTER:

The Vendor/Landowner hereby covenants with the Purchaser/s that they:

- (a) have the right to sell, transfer and convey the said apartment to the Purchaser/s free from all encumbrances;

- (b) shall, at the costs and requests of the Purchaser/s, execute all necessary documents as may be reasonably required for more perfectly assuring the said apartment unto and in favour of the Purchaser/s.

The Vendor/landowner hereby covenants with the Purchaser/s that the it is lawfully entitled to develop the said Project and to transfer its rights in respect of the said apartment.

The Vendor/Landowner hereby further covenants with the Purchaser/s that the Vendor/Landowner has received payment of **Rs._____/- (Rupees_____)** Only and acknowledges the receipt thereof in the **MEMO OF CONSIDERATION** hereunder written.

The Vendor/Landowner hereby further covenants that the Purchaser/s shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including **FOURTH SCHEDULE** and **FIFTH SCHEDULE**, peaceably own, hold and enjoy the said apartment.

The Vendor/Landowner hereby further covenants that the Purchaser/s shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor/Landowner or any person or persons having or lawfully or equitably claiming from, under or in trust for them.

4. COVENANTS OF THE PURCHASER/S :

The Purchaser/s agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement for Sale (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
- (b) pay wholly in respect of the said apartment and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including Service Tax and/or GST, betterment and/or development charges under any statute, rule or regulation, electricity charges and the Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the said Apartment and/or relating to this Deed of Conveyance shall be paid without raising any objection thereto, within 15 (fifteen) days of demand being made and the Vendor/Landowner shall not be liable for the same under any circumstances;

- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said apartment and ensure that those to the other Unit/Apartment Owners are not adversely affected by any acts or defaults of the Purchaser/s;
- (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 transfer, sale or disposal of any other unit or apartment in the Project;
- (e) not question the quantum or apportionment of the Common Expenses mentioned in **PART-IV of FOURTH SCHEDULE (COMMON EXPENSES)** or the basis thereof;
- (f) not object to the user of the Common Areas (mentioned in **THIRD SCHEDULE**) by the other Unit Owners;
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in **FIFTH SCHEDULE**;
- (h) get the said apartment mutated in his/her/their name/s and/or separately assessed by the Corporation;
- (i) pay all amounts and deposits that are payable by the Purchaser/s under this Deed of Conveyance and/or which are the liability of the Purchaser/s 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
- (j) pay all future betterment/development charges etc. relating to the said apartment and/or the Common Areas.

The Purchaser/s hereby acknowledges that it is his/her/their obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of the said Apartment for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Vendor/Landowner and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

5. POSSESSION:

At or before the execution of this Deed, the Purchaser/s herein confirms that he/she/they has/have independently satisfied himself/herself/themselves about the right, title and interest of the Vendor/Landowner in the Said Premises, the Plans and the constructions, including the quality and specifications thereof, the super built up area, the covered area and the carpet

area of the said apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Building, the Common Areas and the said apartment and has/have agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the said apartment has been handed over by the Vendor/Landowner to the Purchaser/s, which the Purchaser/s admit/s, acknowledge/s and accept/s.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(SAID PREMISES)

ALL THAT piece or parcel of a **Bastu land** measuring about **4 (Four) Cottah 0 (Zero) Chittack and 40 (Forty) Sq.ft.** more or less being **Municipal Premises No.1/20, Rupchand Mukherjee Lane, Kolkata 700 025, Post Office & Police Station Bhowanipore, Kolkata 700 025 in the District of South 24-Parganas**, within the limits of the Kolkata Municipal Corporation **Ward No.073** having **Assessee No. 11-073-20-0018-5 TOGETHER WITH** a **G+IV** storied Residential Building now being constructed on the said premises in accordance with the sanctioned Building Plan being **B.P. No. 2021090054 dated 1st day of December, 2021** and subsequently revised **vide B.P. No.2023090007 dated 18th day of April, 2023**, of the Kolkata Municipal Corporation **TOGETHER WITH** common passages for egress and ingress of the said land, common facilities, privileges, easement and quasi-easement rights available therein, and butted and bounded as under :

On the North : Partly by 1/15, Rup Chand Mukherjee Lane and partly
by 1/16, Rup Chand Mukherjee Lane;

On the South : By Rup Chand Mukherjee Lane;

On the East : By 1/21, Rup Chand Mukherjee Lane;

On the West : By 1/18A, Rup Chand Mukherjee Lane;

OR HOWSOEVER OTHERWISE said hereditaments and premises or any part these of now are or is or hereto for were or was situated butted bounded called known numbered and distinguished.

Part-II

(DEVOLUTION OF TITLE)

WHEREAS:

- A. Joint Ownership of Hiralal Banerjee, Benimadhab Banerjee, Nilmadhab Banerjee, Sudha Madhab Banerjee, Brajo Madhab Banerjee and Satya Madhab Banerjee in respect of Premises No.1, Rup Chand Mukherjee Lane, Calcutta:** One (1) Hiralal Banerjee, (2) Benimadhab Banerjee, (3) Nilmadhab Banerjee, (4) Sudha Madhab Banerjee, (5) Brajo Madhab Banerjee and (6) Satya Madhab Banerjee, all sons of Amritlal Banerjee, all residents of 37, Haldarpara Road, Calcutta 700 026 (hereinafter jointly referred to as the "Original Owners") were jointly inherited from their predecessors-in-title and therefore, seized and possessed of or otherwise well and sufficiently entitled to **Municipal Premises No.1, Rup Chand Mukherjee Lane** in the town of Calcutta under Bhowanipore Police Station **Together With** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the erstwhile owner/s in the aforesaid property and appurtenances and inheritances for access and user thereof, free from all encumbrances ("Larger Property").
- B. Mortgage of larger property by Original Owners to Hindusthan Cooperative Insurance Society Ltd.:** The aforesaid Original Owners of the larger property executed an **Indenture of Mortgage on 1st day of August, 1928** in favour of Hindusthan Cooperative Insurance Society Ltd. and caused registration of the same in the **Office of the Sub-Registrar at Behala and recorded in Book No. I, Volume No.26, Pages 230 to 251, Being No.2353 for the year 1928** for reasons and in circumstances and also subject to terms and conditions contained in the said Indenture of Mortgage.
- C. Division into several plots of the Larger Property:** The Original Owners for their own convenience and benefits, got the larger property divided and demarcated into several plots consisting of several plots of land together with structures standing thereon.
- D. Permission to sell several plots of land out of the larger property by Hindusthan Cooperative Insurance Society Ltd.:** The Hindusthan Cooperative Insurance Society Ltd., in terms of the said Indenture of Mortgage, by adopting a resolution in a meeting held on 2nd day of August, 1929 by its Board of Directors, granted permission to the Original Owners to sell some of the plots including Plot Nos. 22, 23 & 24 out of the larger property to any intending purchasers.
- E. Absolute Ownership of Nibaran Chandra Bhattacharjee in respect of two plots of land being Scheme Plot Nos.23 and 24 out of the larger property:** By an **Indenture of Sale made on 9th day of September, 1929** between Hindusthan Cooperative Insurance Society Ltd., therein mentioned as the Mortgagee of the First Part, the Original Owners, therein

mentioned as the Vendors of the Second Part and Nibaran Chandra Bhattacharjee, a resident of 99, Ashutosh Mukherjee Road in the town of Calcutta, therein mentioned as the Purchaser of the Third Part, and **registered in the Office of the Joint Sub-Registrar, Alipore, and recorded in Book No. I, Volume No.21, Pages 252 to 262, Being No. 2353 for the year 1929**, the Original Owners with the consent and concurrence of the said Hindusthan Cooperative Insurance Society Ltd. granted sold conveyed transferred alienated and assigned unto and in favour of the said Nibaran Chandra Bhattacharjee **All That** piece or parcel of two plots of land being Nos. 23 and 24 having **a total land area about 4(Four) Cottah 2(Two) Chittack 3(Three) Sq.ft.** more or less out of the larger property upon payment of the agreed consideration towards the cost of the said two plots of land.

- F. Mutation of two plots of land being Scheme Plot Nos. 23 and 24 being Municipal Premises Nos.1/18A and 1/18B, Rup Chand Mukherjee Lane out of the larger property in the name of Nibaran Chandra Bhattacharjee:** After such purchase, the said Nibaran Chandra Bhattacharjee got his name mutated before the Calcutta Corporation (Now, the Kolkata Municipal Corporation) in respect of the said two plots of land being Plot Nos. 23 and 24 out of the larger property (1, Rup Chand Mukherjee Lane) under two separate Municipal Premises Nos. 1/18A and 1/18B, Rup Chand Mukherjee Lane.
- G. Construction of two separate buildings on Municipal Premises Nos.1/18A and 1/18B, Rup Chand Mukherjee Lane out of the larger property by Nibaran Chandra Bhattacharjee:** During his lifetime, the said Nibaran Chandra Bhattacharjee constructed two separate brick built buildings on Municipal Premises No.1/18A and 1/18B, Rup Chand Mukherjee Lane, and thereafter, peacefully enjoyed the possession thereof.
- H. Absolute Ownership of Sunil Kumar Bhattacharjee in respect of land and structure thereon at Municipal Premises Nos.1/18A and 1/18B, Rup Chand Mukherjee Lane:** After death of the said Nibaran Chandra Bhattacharjee, his only son and legal heir, Sunil Kumar Bhattacharjee inherited the said Municipal Premises Nos. 1/18A and 1/18B, Rup Chand Mukherjee Lane by way of Hindu Law of Succession and peacefully enjoyed possession thereof.
- I. Joint Ownership of Sekhar Nath Sinha Roy and Malabika Sinha Roy in respect of land and structure thereon at Municipal Premises No. 1/18B, Rup Chand Mukherjee Lane:** By an **Indenture of Sale made on 21st day of May, 2005** between Sunil Kumar Bhattacharjee, son of Late Nibaran Chandra Bhattacharjee of 270, Tagore Park, New Delhi, therein referred to as the Vendor of the One Part and (1) Sekhar Nath Sinha Roy, son of Late Siva Prasad Sinha Roy and (2) Malabika Sinha Roy, wife of Sekhar Nath Sinha Ray, both of 12/1/2B, Grove Lane, Kolkata 700 026, therein jointly referred to as the Purchasers of the Other Part, and **registered in the Office of the A.R.A.-I, Kolkata and recorded in Deed No. I-03330/2006**, the Vendor therein sold and transferred unto and in favour of the Purchasers therein **All That** piece or parcel of land about 1(One) Cottah 15(Fifteen) Chittack 5

(Five) Sq.ft. **Together With** a residential structure standing thereon lying and situate at Municipal Premises No.1/18B, Rup Chand Mukherjee Lane absolutely and forever at or for a consideration mentioned thereat.

- J. Absolute Ownership of Anthro Ventures in respect of land and structure thereon at Municipal Premises No.1/18B, Rup Chand Mukherjee Lane:** By an **Indenture of Conveyance made on 22nd day of September, 2017** between Sekhar Nath Sinha Roy, son of Late Siva Prasad Sinha Roy and Malabika Sinha Roy, wife of Sekhar Nath Sinha Ray, both of 12/1/2B, Grove Lane, Kolkata 700 026, therein jointly referred to as the Vendors of the First Part and M/s. Anthro Ventures (Vendor herein), therein referred to as the Purchaser of the Other Part, and **registered in the Office of the A.D.S.R., Alipore and recorded in Book No.I, Volume No.1605-2017, Pages 165338 to 165365, Being No.160506261 for the year 2017**, the Vendors therein sold and transferred **All That** piece or parcel of land about **1(One) Cottah 15(Fifteen) Chittack 5 (Five) Sq.ft. Together With** a residential structure standing thereon lying and situate at Municipal Premises No.1/18B, Rup Chand Mukherjee Lane absolutely and forever at or for a consideration mentioned thereat.
- K. Absolute Ownership of Krishna Narayan Bhattacharjee in respect of Scheme Plot No.22 out of the larger property:** By an **Indenture of Sale made on 9th day of September, 1929** between Hindusthan Cooperative Insurance Society Ltd., therein mentioned as the Mortgagee of the First Part, the Original Owners, therein mentioned as the Vendors of the Second Part and Krishna Narayan Bhattacharjee, a resident of 4, Rupchand Mukherjee Lane in the town of Calcutta, therein mentioned as the Purchaser of the Third Part, and **registered in the Office of the Joint Sub-Registrar, Alipore, and recorded in Book No. I, Volume No.21, Pages 244 to 252, Being No. 2352 for the year 1929**, the Original Owners with the consent and concurrence of the said Hindusthan Cooperative Insurance Society Ltd. granted sold conveyed transferred alienated and assigned unto and in favour of the said Krishna Narayan Bhattacharjee **All That** piece or parcel of revenue-free land measuring **2 (Two) Cottah 2 (Two) Chittack 7 (Seven) Sq.ft.** more or less being Scheme Plot No.22 out of the larger property upon payment of the agreed consideration towards the cost of the said plot No.22.
- L. Mutation of Scheme Plot No.22 being Municipal Premises No.1/20, Rup Chand Mukherjee Lane out of the larger property in the name of Krishna Narayan Bhattacharjee:** After such purchase, the said Krishna Narayan Bhattacharjee got his name mutated before the Calcutta Corporation (Now, the Kolkata Municipal Corporation) in respect of the said Plot No. 22 out of the larger property (1, Rup Chand Mukherjee Lane) under Municipal Premises Nos. 1/20, Rup Chand Mukherjee Lane.
- M. Joint Ownership of Gouri Bhattacharjee, Gita Bhattacharjee, Sati Kanta Bhattacharjee, Basanti Roy Choudhury, Joysree Bhattacharjee in respect of**

Premises No.1/20, Rup Chand Mukherjee Lane: The said Krishna Narayan Bhattacharjee married Smt. Raji Bala Debi who died in the year 1944 leaving behind herself surviving her husband, Krishna Narayan Bhattacharjee and her two daughters namely, Gouri Bhattacharjee and Gita Bhattacharjee, and only son, Sati Kanta Bhattacharjee from the first marriage (with Raji Bala Debi), and after death of the said Raji Bala Debi, the said Krishna Narayan Bhattacharjee married Smt. Khusi Rani Bhattacharjee for the second time and thereafter the said Khusi Rani Bhattacharjee and the said Krishna Narayan Bhattacharjee both died on 12th day of August, 1982 and 7th day of January, 1950 respectively, and thereafter, the said Khusi Rani Bhattacharjee and the said Krishna Narayan Bhattacharjee died leaving behind two daughters namely, Basanti Roy Choudhury, wife of Late Timir Baran Roy Choudhury and Joysree Bhattacharjee, wife of Late Dhiraj Kumar Bhattacharjee as their sole heirs from the second marriage (with Khusi Rani Bhattacharjee), and therefore, the said Gouri Bhattacharjee, Gita Bhattacharjee, Sati Kanta Bhattacharjee, Basanti Roy Choudhury and Joysree Bhattacharjee became joint owners of Premises No.1/20, Rup Chand Mukherjee Lane, by way of inheritance.

- N. Joint Ownership of legal heirs of Gouri Bhattacharjee (Since deceased) in respect of undivided share of Premises No.1/20, Rup Chand Mukherjee Lane:** The said Gouri Bhattacharjee died on 15th day of June, 2007 leaving behind herself her husband, Tara Kishore Bhattacharjee and her three sons, Ashoke Nath Bhattacharjee, Pankaj Bhattacharjee and Swapan Bhattacharyay, and only daughter, Leena Bhattacharjee (Bibi), and thereafter, the said Tara Kishore Bhattacharjee died in the year 1972 and thereafter, the said Ashoke Nath Bhattacharjee died on 23rd day of October, 2005 leaving behind himself surviving his wife, Jolly Bhattacharjee, only son, Koushik Bhattacharjee and only daughter, Minakshi Dey, and thereafter, the said Pankaj Bhattacharjee also died on 26th day of August, 2014 leaving behind himself surviving his wife, Sandhya Bhattacharjee and only daughter, Enakshi Bhattacharya.
- O. Joint Ownership of legal heirs of Gita Bhattacharjee (Since deceased) in respect of undivided share of Premises No.1/20, Rup Chand Mukherjee Lane:** The said Gita Bhattacharjee died on 16th day of February, 1998 leaving behind herself her two daughters, Rumi Chaki and Sonali Roy and only son, Biswajit Bhattacharjee, and thereafter, the said Biswajit Bhattacharjee died on 20th day of December, 2012 leaving behind himself surviving his wife, Swapna Bhattacharya and two sons, Soumen Bhattacharya and Jayanta Bhattacharya, and thereafter, the said Sonali Roy (Naskar) died on 23rd day of April, 1993 leaving behind herself surviving her only legal heiress, Susmita Naskar.
- P. Joint Ownership of legal heirs of Sati Kanta Bhattacharjee (Since deceased) in respect of undivided share of Premises No.1/20, Rup Chand Mukherjee Lane:** The said Sati Kanta Bhattacharjee died on 26th day of October, 2000 leaving behind himself surviving his wife, Renu Bhattacharjee, three daughters, Santana Roy Choudhury, Anjana

Bhattacharjee and Deepa Mitra and three sons, Tapabrata Bhattacharjee, Jajati Bhattacharjee and Nachiketa Bhattacharjee, and the said Jajati Bhattacharjee was missing since more than 18 years and a missing person publication was made in the daily newspaper named `Bartaman' on 17th day of November, 1999, but no response.

- Q. Absolute Ownership of Anthro Ventures in respect of land and structure thereon at Municipal Premises No.1/20, Rup Chand Mukherjee Lane:** By a **Deed of Conveyance made on 11th day of August, 2017** between (1) Smt. Basanti Roy Choudhury, wife of Late Timir Baran Roy Choudhury and daughter of Late Krishna Narayan Bhattacharya and Late Khushi Rani Bhattacharya and (2) Smt. Joysree Bhattacharjee, wife of Late Dhiraj Kumar Bhattacharjee and daughter of Late Krishna Narayan Bhattacharjee and Late Khushi Rani Bhattacharjee, both of 1/20, Rup Chand Mukherjee Lane, Kolkata 700 025, therein jointly referred to as the Vendors of the One Part and M/s. Anthro Ventures, therein referred to as the Purchaser of the Other Part, and **registered in the Office of the D.S.R.-I, South 24-Parganas, Alipore and recorded in Book No.I, Volume No.1601-2017, Pages 80103 to 80137, Being No.160102604 for the year 2017**, the Vendors therein sold and transferred **All That** the undivided 50 (Fifty) share equivalent to land area about **1(One) Cottah and 40 (Forty) Sq.ft.** together with structure constructed thereon Out Of **All That** piece or parcel of land about **2(Two) Cottah 1 (One) Chittack 35 (Thirtyfive) Sq.ft. (upon physical measurement) Together With** a residential structure standing thereon lying and situate at **Municipal Premises No.1/20, Rup Chand Mukherjee Lane, Kolkata 700 025** absolutely and forever at or for a consideration mentioned thereat and thereafter, by a separate **Deed of Conveyance made on 11th day of August, 2017** between (1) Smt. Renu Bhattacharjee, wife of Late Sati Kanta Bhattacharjee of Kama Madhavpur, Kolkata 700 113, (2) Smt. Santana Roy Choudhury, wife of Sri Narendra Roy Chowdhury and daughter of Late Sati Kanta Bhattacharjee of 3/22, Aurobindo Park, Kolkata 700 093, (3) Sri Tapabrata Bhattacharjee, son of Late Sati Kanta Bhattacharjee, (4) Smt. Anjana Bhattacharjee, daughter of Late Sati Kanta Bhattacharjee, both of 1/20, Rup Chand Mukherjee Lane, Kolkata 700 025, (5) Smt. Deepa Mitra, wife of Sri Soumik Kumar Mitra and daughter of Late Sati Kanta Bhattacharjee of 86/1, Beltala Road, Kolkata 700 026, (6) Sri Nachiketa Bhattacharjee, son of Late Sati Kanta Bhattacharjee of 1/20, Rup Chand Mukherjee Lane, Kolkata 700 025, (7) Smt. Jolly Bhattacharjee, wife of Late Ashoke Nath Bhattacharjee, (8) Sri Koushik Bhattacharjee, son of Late Ashoke Nath Bhattacharjee, both of 19/28, K. B. Sarani, Kolkata 700 080, (9) Smt. Minakshi Dey, wife of Sri Pijush Kanti Dey and daughter of Late Ashoke Nath Bhattacharjee of 183, Bidhanpally, Garia, Kolkata 700 084, (10) Smt. Sandhya Bhattacharjee, wife of Late Pankaj Bhattacharjee, (11) Smt. Enakshi Bhattacharya, daughter of Late Pankaj Bhattacharjee, both of 12/B, Gopal Banerjee Lane, Kolkata 700 026, (12) Sri Swapan Bhattacharyay, son of Late Tara Kishore Bhattacharjee, (13) Smt. Lina Bhattacharjee @ Lina Bibi, daughter of Late Tara Kishore Bhattacharjee, both of 12/B, Gopal Banerjee Lane, Kolkata 700 026, (14) Smt.

Swapna Bhattacharya, wife of Late Biswajit Bhattacharya, (15) Sri Soumen Bhattacharya and (16) Sri Jayanta Bhattacharya, both of 142, Priyanath Banerjee Lane, Kolkata 700 149, (17) Smt. Rumi Chaki, wife of Late Parimal Chaki and daughter of Late Bholanath Bhattacharjee of Natagarh, Karna Madhavpur, Kolkata 700 113, (18) Smt. Susmita Naskar, wife of Sri Biswajit Naskar and granddaughter of Late Bholanath Bhattacharjee of Mahispota, Ghola, Kolkata 700 113, therein jointly referred to as the Vendors of the One Part and M/s. Anthro Ventures, therein referred to as the Purchaser of the Other Part, and **registered in the Office of the D.S.R.-I, South 24-Parganas, Alipore and recorded in Book No.I, Volume No.1601-2017, Pages 91344 to 91415, Being No.160102889 for the year 2017**, the Vendors therein sold and transferred **All That** the undivided 50 (Fifty) share equivalent to land area about **1(One) Cottah and 40 (Forty) Sq.ft.** together with structure constructed thereon Out Of **All That** piece or parcel of land about **2(Two) Cottah 1 (One) Chittack 35 (Thirtyfive) Sq.ft. (upon physical measurement) Together With** a residential structure standing thereon lying and situate at **Municipal Premises No.1/20, Rup Chand Mukherjee Lane, Kolkata 700 025** absolutely and forever at or for a consideration mentioned thereat.

- R. Amalgamation and Mutation of Municipal Premises No.1/18B, Rup Chand Mukherjee Lane and Municipal Premises No.1/20, Rup Chand Mukherjee Lane:** After such purchase by virtue of the aforesaid three separate Deeds of Conveyance being (1) Deed of Conveyance dated 22nd day of September, 2017 having Deed No. I-160506261/2017 in respect of Municipal Premises No. 1/18B, Rup Chand Mukherjee Lane and (2) Two Deeds of Conveyance both dated 11th day of August, 2017 having Deed Nos. I-160102604/2017 and I-160102889/2017 in respect of Municipal Premises No.1/20, Rup Chand Mukherjee Lane, Kolkata 700 025, Police Station Bhowanipore, KMC Ward No.073, both the said Premises being Nos. 1/18B and 1/20, Rup Chand Mukherjee Lane were amalgamated under **Amalgamation Case No.M/073/31-MAY-18/2603** of the Kolkata Municipal Corporation into one single **Municipal Premises No.1/20, Rup Chand Mukherjee Lane, Kolkata 700 025 under Assessee No.11-073-20-0018-5** and also the said **Anthro Ventures** got its name mutated in the Assessment Roll of the Kolkata Municipal Corporation and paid rates and duties on regular basis in respect of the **Municipal Premises No. 1/20, Rup Chand Mukherjee Lane ("Said Premises")**.
- S. Sanction of Building Plan:** With a view to develop the said Premises by way of construction of a multi-storied building, the said Anthro Ventures got a building plan sanctioned from the Kolkata Municipal Corporation under **B.P. No.2021090054 dated 1st day of December, 2021** and thereafter, demolished the existing entire old dilapidated structure constructed thereon, but owing to poor financial health, the said Anthro Ventures could not proceed further and decided to sell the Said Premises on "As is Where is" basis subject to the benefit of the aforesaid sanctioned building plan.

- T. Absolute Ownership of Garima Developers in respect of Said Premises:** By a **Deed of Sale** made on **29th day of September, 2022** between the said Anthro Ventures, represented by its Partners, Sri Pratik Mody and Sri Akash Rajak, therein referred to as the Vendor of the One Part and **M/s. Garima Developers**, a Partnership Firm formed under the provisions of the Indian Partnership Act, 1932, having its place of business at 9B, Padmapukur Road, Post Office Elgin Road, Police Station Bhowanipore, Kolkata 700 020, District South 24-Parganas, West Bengal **represented by** its authorized Partners namely (1) **Dr. Kishore Gandhi @ Kishore Kumar Gandhi**, son of Late Chunilal Gandhi, of 75/1A, Ashutosh Mukherjee Road, Kolkata 700 025, District South 24-Parganas, West Bengal and (2) **Sri Ramesh Chowdhury**, son of Late Mihirlal Chowdhury, of 7, Padmapukur Road, Kolkata 700 020, District South 24-Parganas, West Bengal, therein referred to as the Purchaser of the Other Part, and **registered in the Office of the District Sub-Registrar-III, South 24-Parganas at Alipore, and recorded in Book No. I, Volume No.1603-2022, Pages 519263 to 519289, Being No. I-160315960 for the year 2022**, the said Anthro Ventures granted sold conveyed transferred alienated assured and assigned unto and in favour of the Purchaser therein Vendor herein absolutely and forever at or for a consideration mentioned thereat subject to free from all encumbrances and vacant possession thereof the Said Premises.
- U. Mutation in favour of Garima Developers in respect of Said Premises:** The Promoter/Landowner herein namely M/s. Garima Developers got its name mutated in the Assessment Roll of the Kolkata Municipal Corporation under **Assessee No. 11-073-20-0018-5** in respect of the said premises having **Municipal Premises No. 1/20, Rup Chand Mukherjee Lane, Kolkata 700 025 under KMC Ward No.073**, and has been occupying the said premises being its absolute Owner and paying rates and taxes on regular basis.
- V. Development of the Said Premises:** With a view to develop the said premises by way of construction of a multistoried building thereon, the said Garima Developers has undertaken construction of the said multistoried building in accordance with the Building Plan already sanctioned by the Kolkata Municipal Corporation subject to some amendments thereto.
- W. Sanction of Revised Building Plan:** The said Garima Developers being the Landowner as well as the Promoter herein got a revised building plan sanctioned from the Kolkata Municipal Corporation **vide B.P. No.2023090007 dated 18th day of April, 2023** for construction of a G+IV (multistoried) building on the said premises.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(SAID APARTMENT)

- (a) The Said Apartment, being Residential Apartment No. _____ on the floor _____ having super built up area of _____ Sq.ft. corresponding to Covered area of _____ Sq.ft.

corresponding to Carpet area of _____ Sq.ft. more or less, maintenance chargeable area of _____square feet, more or less, in the building named "**GARIMA RESIDENCY**", constructed on the said premises, The layout of the Said Apartment is delineated in **RED** colour on the Plan annexed hereto;

- (b) The Said covered/open parking space, being the right to park one private vehicle in **parking No_____for a medium sized** car in the ground Floor of the Said building and/or the open space at the ground level of the Said building;
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Schedule below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; and
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment.

THE THIRD SCHEDULE AS REFERRED TO HEREINABOVE:

[COMMON PORTIONS]

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Ultimate Roof top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat/space and/or exclusively for its use).
6. Staircase and staircases landings on all the floors, entrance lobby, corridors.
7. Water supply system, water pump & motor, water reservoir together with all common plumbing installation for carriage of water in the said building.
8. Lift, lift well etc.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units/spaces in common by the co-owners.
10. Land underneath the proposed building.
11. Common toilet, security room.

THE FOURTH SCHEDULE AS REFERRED TO HEREINABOVE:**[PURCHASER'S COVENANTS]****PART-I****(SPECIFIC COVENANTS)****1. The Purchaser/s shall not:**

- 1.1** Injure, harm or damage the Common Portions or any of the other Units/Flats/Blocks by making any alterations or withdrawing any support or otherwise;
- 1.2** Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Common Portions, save at the places earmarked therefor by the Promoter/the FMC;
- 1.3** Do or permit anything to be done which is likely to cause nuisance or annoyance to the Co-Owners and/or owners of any adjoining premises;
- 1.4** Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the said Apartment save at the places provided therefor and provided that the Purchaser/s may display a decent name-plate outside the main door of the said apartment;
- 1.5** Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the said Apartment or the Common Portions which may be injurious or obnoxious to the other owners/occupiers of the said apartment or such articles which are so heavy as to affect or endanger the structure of the said apartment or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase;
- 1.6** Hang from or attach to the beams or the rafters of any part of the said apartment or any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the said apartment or any part thereof;
- 1.7** Do or cause to be done anything which may cause any damage to or affect the said apartment, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Co-Owners;
- 1.8** Affix, tamper or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the said apartment or other parts of the said building/premises, without approval of the Promoter/the FMC and in the event any wires are drawn directly to the said apartment from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Purchaser/s;

- 1.9** Affix any or install any antenna on the ultimate roof of the said apartment or any open terrace that may be part of any apartment or in its windows;
- 1.10** Hang or put any clothes in or upon the windows, balconies or any other portion of the said apartment which is visible from the outside or to outsiders;
- 1.11** Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
- 1.12** Install any air-conditioner, except in the approved places;
- 1.13** Affix or change the design or the place of the grills/shutter, the windows or the main door of the said apartment without having obtained the written approval of the Promoter/the FMC/ the Association, as the case may be;
- 1.14** Make any internal addition, alteration and/or modification in or about the said apartment save in accordance with the then existing Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Promoter/ the FMC;
- 1.15** Carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the said apartment, excepting between 10:00 a.m. to 6:00 p.m. and while carrying on such work to ensure that no annoyance or disturbance is caused to the resident of the said building in which the said apartment is situated;
- 1.16** Alter the outer elevation or colour scheme of the said building or the said apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever or any of the Common Portions;
- 1.17** Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments or the building;
- 1.18** Claim any right of pre-emption or otherwise regarding any of the other apartments or any portion of the building/premises;
- 1.19** Restrict the full and unrestricted enjoyment of the **Easements** described in **FIFTH SCHEDULE** to any other owners/occupiers of the said building;
- 1.20** Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the said apartment or cause the premium for the insurance to be increased;
- 1.21** Claim partition of its undivided share in the land comprised in the Total Land attributable to the said apartment;

1.22 Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Owner/the Developer/the FMC/the Association, as the case may be.

2. The Purchaser/s shall:

2.1 Maintain the building/block for the purposes, with the intent and object for which the same is constructed;

2.2 Assist the Vendor/Owner/Developer to form the Association of Co-Owners and strictly abide by all the Rules and Regulations of the Association so formed;

2.3 Co-operate and assist in all manner with the Vendor/Developer or the FMC/Association as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, generator and/or other installations and/or amenities in the building/block including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep the Vendor/Developer/Transferor and the FMC/the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Transferor or the FMC/Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Purchaser/s;

2.4 Maintain, at his/her/their own costs, the said apartment, if any, in the same good condition, state and order in which the same will be delivered to it, normal wear and tear accepted;

2.5 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the said apartment owners or occupiers of multi storied buildings in the state of West Bengal; Pay the charges for electricity only relating to the said apartment and proportionately relating to the Common Portions, Facilities and Utilities;

2.6 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the said apartment and after installation by **CESC Limited**, timely pay all charges and/or deposits to ensure that none of the other Co-Owners or the FMC/Association is hindered in any manner for any non-payment or untimely payment;

2.7 Pay the proportionate rates, charges and fees of the municipal authority or the panchayat till such time the said apartment is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Co-Owners or the FMC/Association is hindered in any manner for any none or untimely payment;

- 2.8** Pay such further Deposits as be required by the Vendor/Owner/Developer from time to time in respect of maintenance of the said building;
- 2.9** Pay, within 7 (seven) days of being called upon to do so, the proportionate Maintenance Charges mentioned in **PART-IV** of this **SCHEDULE** as also all other outgoings related to the said apartment /space, the Block and the said building including proportionate expenses relating to the replacement of any equipment;
- 2.10** Keep the said apartment and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner;
- 2.11** Maintain and be responsible for the structural stability of the said apartment and not to do any act, matter or thing which may affect the structural stability of the Block;
- 2.12** Use the said apartment and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved;
- 2.13** Sign such forms, give such authorities and render such co-operation as may be required by the Vendor/Owner/Developer or the FMC for common purposes and/or in the common interest and/or in way in pursuance thereof;
- 2.14** Pay, wholly in respect of the said apartment and proportionately in respect of the said building, all costs, charges and expenses as may arise due to any reason whatever provided that the Purchaser/s shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- 2.15** Allow the Vendor/Owner/Developer and/or the FMC/Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the said apartment for repairing purposes;
- 2.16** Ensure that the entirety of the building is maintained in a decent manner;
- 2.17** Pay, and hereby undertakes to pay such damages on demand as ascertained by the Vendor/Owner/Developer and/or the FMC/Association for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;
- 2.18** Observe, perform and comply with the conditions mentioned in other parts of this **SCHEDULE**.

Part-II

[ASSOCIATION]

- 1.** All the Co-Purchaser(s), including the Purchaser/s shall compulsorily become members of the Association.

2. The Purchaser/s shall render all necessary assistance to the Vendor/Developer and the other Co-Purchaser(s) in all respects for formation of the Association.
3. The Purchaser/s shall bear and pay proportionate costs, charges and expenses for formation and registration including professional charges, of the Association, as determined by the Developer without any demur or delay.
4. The Purchaser/s shall co-operate with the Association and its other members in all its activities and shall pay for and acquire the shares, if issued, of the Association.

Part-III

[MANAGEMENT & MAINTENANCE]

1. Initially the Vendor/Developer shall manage and maintain the said building, the said building and the Common Portions. Once the Association/FMC is formed, the Vendor/Developer will hand over the charge of maintenance to the Association/FMC.
2. All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to the Vendor/Developer/FMC, which shall be held by the Vendor/Developer/FMC in trust for the Co-owners.
3. The Vendor/Developer/FMC shall function at the cost of the Co-owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.
4. The Association/FMC shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "**COMMON PURPOSES**").
5. The Deposits with the Vendor/Developer shall be made over to the Association/FMC by the Vendor/Developer upon its formation, which shall be utilized by the Association/FMC only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.
6. The Vendor/Developer/FMC shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**OUTGOINGS**") for the concerned Block and the said building, which are not separately charged or assessed or levied on the Co-owners.
7. If the Vendor/Developer/FMC has to make any payments, including the Outgoings, out of the deposits kept with it due to any default of the Purchaser(s), then the Purchaser(s) shall pay such amount within 7 (seven) days of payment by the Vendor/Developer/FMC.

8. The Purchaser(s) shall make all deposits or payments, called upon to do so by the Vendor/Developer/FMC within 7 (seven) days of the due date or of receiving demand in writing for the same.
9. In case of default by the Purchaser/s in making Payments as aforesaid he/she/they shall be liable to make payments together with Penalty and Interest as fixed by the Vendor/Developer/FMC, as the case may be.

Part-IV

(MAINTENANCE CHARGES)

The expenses of the Common Portions will be proportionately shared by the Co-Owners of such Parts. They will be as follows:

1. The costs and expenses relating to the said building shall be borne by all the Co-owners in such shares as the Vendor/Developer/ FMC may decide;
2. The expenses for maintenance, operation, renovation etc. shall be borne and paid by the Co-owners to the extent and in the manner the Vendor/Developer/FMC may decide;
3. The expenses shall *inter-alia* include the following:
 - 3.1 Maintenance:** All expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing:
 - (a) The lawns, the passage-ways, drive-ways and the other open areas in the said building meant for common user of all the Co-owners;
 - (b) The lighting of the Common Areas of the said building;
 - (c) All the equipments in the Service Zone;
 - (d) The structure of the said building and its roof, foundations and walls, the plumbing in the said building and those connected to the said building, the pathways, approach roads and the Parking Spaces within the said building;
 - (e) Plantation of trees and maintaining the garden, supplying of round the clock water;
 - (f) Generator and pumps;
 - 3.2 Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Vendor/Developer/FMC for managing and maintaining the Common Areas and Facilities and Utilities of the said building.

- 3.3 Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
- 3.4 Insurance:** Costs towards payment of premium for insuring the said building and the facilities and the utilities in the Service Zone.
- 3.5 Fire Fighting:** Cost of operating the firefighting equipments and personnel including costs of renewal of N.O.C. from the West Bengal Fire Service as and when necessary.
- 3.6 Rates, taxes and other outgoings:** All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the said premises as cannot be allocated to any particular Co-Owner of any of the said apartment.
- 3.7 Reserves:** Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Maintenance Charges.
- 3.8 Generator Expenses :** Cost of operating the Generator, if any.
- 3.9 Others:**
- a) Litigation expenses that may have to be incurred for the Common Purposes.
 - b) Expenses incurred to maintaining all the Parking Areas and terraces in the said building.
 - c) All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.
- 3.10 Default:** In case the Purchaser/s defaults in making any payment or deposit to the Vendor/Developer/FMC within the time stipulated therefor (hereafter the "**DEFAULT AMOUNT**"), the Vendor/Developer/FMC shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser/s till the Amount is in arrears and the Vendor/Developer/FMC shall further be entitled to charge interest thereon @ 2% (Two per cent) per month or part, compoundable monthly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid.
- 3.11 Charge:** The liability for any amount becoming due and payable however shall be a charge on the said apartment and shall remain so until remittance in full thereof is made.
- 3.12** Applicable service tax on the maintenance services and/or otherwise shall have to be borne and paid by the Co-owners proportionately for their respective apartments/flats.

Part-V**[MUTATION, TAXES AND IMPOSITIONS]**

1. Within 30 days from the date of completion of the registration of the said apartment, the Purchaser(s) shall apply for and obtain mutation, separation and/or apportionment of the said apartment in his/her/their/ its own name(s) within 3 (three) months thereafter without in any way making the Vendor/Developer/FMC liable and/or responsible for the same.
2. In case of default, the Vendor/Developer/FMC, as the case may be, will be entitled to get the said apartment mutated and apportioned in the name of the Purchaser/s and in such a case be further entitled to recover all costs, charges and expenses, including professional fees, therefor from the Purchaser/s. The Purchaser/s will be additionally liable to pay at actuals as overhead expenses on this account to the Vendor/Developer/FMC, as the case may be. All such amounts shall be paid and/or be payable by the Purchaser/s within 7 days of being called upon to do so. In the event of failure to do so, the Purchaser/s shall be liable to pay interest on the unpaid amount @ 24% (twenty-four per cent) per annum with quarterly rest.
3. Until such time as the said apartment be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the said building (hereafter the "**IMPOSITIONS**") shall be proportionately borne by the Purchaser(s).
4. Besides the amount of the Impositions, the Purchaser(s) 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 (hereafter the "**PENALTIES**"), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser(s) of Impositions and Penalties in respect of the said apartment would accrue with effect from the Possession Date irrespective of whether all Facilities have been completed.
6. The Vendor/Developer/FMC 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(s) thereof from the Purchaser(s).

THE FIFTH SCHEDULE AS REFERRED TO HEREINABOVE:**[MUTUAL EASEMENTS]**

The Purchaser/s and all the other Co-Owners shall be bound by the following easements and/or conditions:

1. The right of ingress to and egress from the said apartment over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.

2. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefor.
3. The right of support, shelter and protection of each portion of the said Building by the other portions thereof.
4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the said apartment or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
5. The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the said building, all the other Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

IN WITNESS WHEREOF the parties hereto and hereunto set and subscribed their respective seal and signature day month and year first above written.

**SIGNED SEALED & DELIVERED by the withinnamed
PARTIES OF FIRST & SECOND PARTS in the
presence of following Witnesses:**

Vendor/Landowner/Promoter
[First Part]

Purchaser/s
[Second Part]

Witnesses:

1)

2)

Signature : _____

Signature: _____

Name : _____

Name : _____

Address : _____

Address : _____

Drafted by :

RECEIPT AND MEMO OF CONSIDERATION

The Vendor/Landowner/Promoter confirms having received from the Purchaser/s the following amount/s towards full consideration in respect of cost of the said Apartment consisting of the said flat and car parking space being the **SECOND SCHEDULE** property hereinabove written.

Date	Cheque No.	Bank	Branch	Amount (Rs.)
TOTAL AMOUNT: RUPEES				ONLY.
				Rs.

Vendor/Landowner/Promoter

Witnesses:

1.

2.