

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this _____ day of _____ Two Thousand and Twenty

BETWEEN

MA TARA VYAPAAR PRIVATE LIMITED, A Private Limited Company duly registered under the Indian Companies Act 1956 vide No. U74999WB2005PTC104249 dated 18.7.2005 PAN AAECM3842R having its registered Office at 83/2, Bentinck Street, Kolkata-700001 and duly represented therein by its Director Mr. Sunil Kumar Gadhyan son of Late Raj Kumar Gadhyan, by religion Hindu, by Occupation Business, permanently residents of 83/2, Bentinck Street, Kolkata-700001 and presently residing at Chirkunda, P.O. Chirkunda, Dist. Dhanbad, Jharkhand-828202, hereinafter referred to as the "**OWNER/DEVELOPER/PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners, successors or successors in interest, assigns, heirs and nominee or nominees) of the **ONE PART**

AND

Mr./Mrs. _____ (PAN _____ & Aadhaar No. _____) son/daughter/wife of _____ an Indian national, by faith _____, by occupation _____ presently residing at _____, P.O. _____ P.S. _____ hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his/her heirs executors administrators legal representatives and assigns) of the **OTHER PART**

WHEREAS:

A. By virtue of the documents and incidents mentioned in the **FIRST SCHEDULE** hereunder written the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 10 Cottah 08 Chittack 14 Sq. Ft. (703.641 Sq. mts.) more or less together with structure situate lying at and being Premises No. 14/1A, Grant Lane, under Kolkata Municipal Corporation, Ward No. 046, Borough No. VI, Post Office and Police Station - Bowbazar, Kolkata-700012 with the right title and interest over the property and the right title and interest on the common passage easement of air right to get electric lines, Telephone lines, gas connection lines and all other easement rights over the said premises (hereinafter referred to as the said **PREMISES**) and is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.

MA TARA VYAPAAR PRIVATE LIMITED


DIRECTOR

B. By and under an agreement dated _____ (hereinafter referred to as the said SALE AGREEMENT) the Vendors have with the consent of the Developer agreed to sell and transfer and the Purchaser has agreed to purchase and acquire ALL THAT the said Unit which is morefully and particularly described in the THIRD SCHEDULE hereunder written at or for the total consideration and on the terms and conditions as are contained and recorded therein.

C. The Purchaser has from time to time made payment of the entire consideration amount to the Vendor and accordingly the Vendor/Promoter has delivered the vacant peaceful and khas possession of the said Unit to the Purchaser and to the full satisfaction of the Purchaser.

D. At or before the execution of these presents the Purchaser have thoroughly satisfied themselves as to the title of Vendor in respect of the said land and also inspected all drawings specifications areas and all other allied documents including the said Plan relating to the said Premises and the building constructed on the said Premises as well satisfied themselves in respect of the total area in the said Unit and that the said building and the Unit is in complete accordance with the building sanction plan. The Purchaser have also completely satisfied themselves to quality of the materials and specifications used, the structural stability and quality of construction and workmanship which have been used in the said building and the building constructed on the said Premises and shall not in any way be entitled to raise any requisition and/or in any way dispute all or any of the aforesaid nor anything not particularly mentioned hereto and the Purchaser have got the deed of conveyance upon full satisfaction of every nature whatsoever and/or howsoever on "as is where is basis" and if there was any dissatisfaction earlier the same has been satisfied which is being testified by the execution of this deed of conveyance.

E. The Purchaser have now approached the Vendor/Promoter to cause registration of the deed of conveyance in respect of the said Unit and the Vendor have agreed to cause to execute and register the deed of conveyance in favour of the Purchaser herein in the manner and upon the terms conditions and covenants as are hereinafter appearing.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the said Sale Agreement and in consideration of the said sum of Rs. _____/= (Rupees _____) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors as and by way of Sale Price for acquiring the said Unit which amount includes the cost of undivided proportionate share in the land as

also the cost of construction (the receipt whereof the Vendors do hereby as also by the memo hereunder written admit and acknowledge to have received) the Vendors with the consent and concurrence of the Developer do hereby sell convey transfer assure and assign unto and in favour of the Purchaser ALL THAT the said Unit morefully and particularly described in the THIRD SCHEDULE hereunder written together with the proportionate right title and interest in common areas portions and parts as comprised in the said building and also the right of free ingress in and egress out from the said Unit without any obstruction whatsoever or howsoever and is morefully and particularly described in the FOURTH SCHEDULE hereunder written (hereinafter for the sake of brevity collectively referred to as the said UNIT) TO HAVE AND TO HOLD the same unto the Purchaser herein absolutely and forever free from all encumbrances, trusts, liens, lispendens and attachments SUBJECT NEVERTHELESS to the applicable easements or quasi easements and other stipulations and provisions in this connection with the beneficial use and enjoyment of the said Unit mentioned in the FIFTH SCHEDULE hereunder written excepting and reserving unto and the Vendor and/or other person or persons deriving title under and/or through the Vendor such easements and quasi easements and the rights and privileges as are mentioned in the SIXTH SCHEDULE hereunder written and subject to such restrictions contained in the SEVENTH SCHEDULE hereunder written and subject to payment of such common expenses mentioned in the EIGHT SCHEDULE hereunder written AND it is hereby recorded and confirmed that the Vendor do hereby release relinquish and disclaim and transfer and assign all their respective right title interest claim or demand whatsoever or howsoever over and in respect of the said Unit unto and in favour of the Purchaser herein.

2. THE VENDOR/DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows: -

- a. The interest which the Vendor do hereby profess to transfer subsists and that the Vendor have good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure the said Unit hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchaser herein in the manner as aforesaid.
- b. It shall be lawful for the Purchaser from time to time and at all material times hereinafter to enter into and upon and hold and enjoy the said Unit and to receive the rents issues and profits thereof without any interruption claims or demands or disturbance whatsoever from or by the Vendor herein or any person or persons claiming through under or in trust for them.
- c. The said Unit is freed and discharged from and against all manner of encumbrances whatsoever on its ownership.
- d. The Vendor shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable acts deeds conveyances matters and things whatsoever for further better or more perfectly assuring the said

Unit unto and in favour of the Purchaser herein in the manner as aforesaid as shall or may be reasonably required.

e. The Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do produce or cause to be made done produced to the Purchaser or their Attorney or agents at any trial commission, examination or otherwise as occasion shall require all or any of the deeds documents and writings exclusively in respect of the said Premises if those in possession of the Vendor AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies of them as the Purchaser may requires and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-canceled.

3. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR/DEVELOPER as follows: -

- a. The Purchaser herein so as to bind the owner for the time being of the said Unit and so that this covenant shall be for the benefit of the said building and other Units therein and every part thereof hereby covenants with the Vendor and the Co-Owners of the other Units comprised in the said building that the Purchaser and all other persons deriving title under these presents shall use the said Unit for the purpose of decent purpose for which the same has been lawfully constructed and shall and will at the material times hereafter observe the restrictions set forth in the SEVENTH SCHEDULE hereunder written.
- b. The Purchaser herein shall at all material times on and from the date of completion of the said Unit (the date of issue of completion certificate by the Kolkata Municipal Corporation covering the said Unit) or sooner occupation of the said Unit by the Purchaser be liable to and agrees to regularly and punctually make payment of all Corporation Taxes, rates, impositions, levies and all other outgoing, whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Unit until the said Unit is not separately assessed the Purchaser hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoing to the Developer in respect of the said Unit or the said Premises regularly and punctually.
- c. To keep the said Unit and other party walls, sewers drains pipes, cables wires and particularly (without prejudice to the generality of the foregoing) so as to shelter support and protect the parts of the building other than the said Unit.
- d. To make payment and contribute towards the proportionate part or share of the expenses and outgoing mentioned in the EIGHT SCHEDULE hereunder written.
- e. To permit the Vendor and the Developer and their survivors or agents with or without workmen and others at all reasonable times on 48 hours prior notice to enter into and upon the said Unit or any part thereof for the purpose of repairing any part of the said

building and for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good conditions sewers drains cables water courses gutter wires party structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down reinstating preparing testing drainage gas and water and electric wires and cables and for similar purposes.

- f. The Purchasers have personally inspected the said Unit, in respect of the area, the specifications used the structural stability quality of construction and workmanship and have found that the said Unit is constructed as per the agreement and to the Purchasers' entire satisfaction and is in complete accordance with the building sanction plan and the price and other charges paid by the Purchasers are as per agreement and to the Purchasers' entire satisfaction. The Purchasers have purchased and acquired the said Unit on "as is where is" basis.
- g. To keep the said Unit in good and substantial repair and (without prejudice to the generality of the form) as part of this sub-clause to keep the said Unit in good repair condition as necessary to form such support and protection to the other parts of the building as they now enjoy.
- h. To regularly and punctually without any deduction or abatement to make payment of the proportionate shares towards maintenance expenses in advance every month such shares to be determined by the Developer in its absolute discretion till competent body for this purpose is formed. For the purpose of determining of such proportionate maintenance charges until otherwise decided the total super built up area comprised in the said building shall be basis and such maintenance charges shall be paid by the Purchaser within a week from date of receipt of the bill from the Developer and in the event of default on the part of Purchaser the Purchaser shall be liable to pay interest at the rate of ____% per annum for the delayed payment.
- i. To keep the said Unit and other party walls sewer drains pipes and entrances and main entrances exclusively serving the said Unit in good condition.
- j. Not to make in the said Unit any structural additional and/or alterations to the beams, columns, partition walls etc. without the approval of the Developer and sanction of the Kolkata Municipal Corporation, the Purchaser shall not erect or put up any false ceilings rafters or any article or thing which may or is likely to effect the structural stability by way of chiseling hammering grouting or any way otherwise.
- k. The Developer shall have the right, without any approval of the Purchaser in the said New Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra - ordinary in relation to any unsold Unit in the said New Building and the Purchaser agrees not to raise objections or make any claims in this regard.
- l. In the event of the Developer constructing any additional floor/s over and above the present sanction after obtaining sanction from the concerned authorities, the

Developer shall be entitled to construct, erect and complete the same and also connect and join the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and all other connections and installations of the said Building and no further and/or other consent and/or concurrence of the Purchaser and/or any person claiming through and/or under him/her shall be necessary and/or required and this deed of conveyance shall be deemed to be the consent of the Purchaser in this regard. m. Notwithstanding any law for the time being in force or may hereafter come into force whether Central, State and/or Local the Purchaser are not desirous of having any right and/or interest into or upon the roof/terrace above the ultimate floor of the said Building and have voluntarily and irrevocably relinquished the same. The Purchaser shall not claim any right of any nature whatsoever and/or howsoever into or upon the same however the Purchaser may cause maintenance of the lift machine and overhead reservoir only and for no other purpose whatsoever and/or howsoever. The Purchaser shall not do any act deed or thing whereby any person is prevented from using the roof and in the event of the owner/person holding the right to the roof making any further construction over and upon the said roof the person shall be entitled to do so and the Purchaser consents to the same holding the right to the roof shall be entitled to connect the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and other connection and installations of the said Building, and the Vendor and/or the Developer shall also be entitled to use the parapet walls, stair cover roof and roof for the installation of cellular site, display of any advertisements, signboards, hoardings etc. and the Purchaser or any person claiming through and/or under them shall not be entitled to raise any objection thereto neither claim any refund of the Consideration Amount paid herein nor claim any compensation or damages on the ground of any inconvenience or any other ground whatsoever and/or howsoever. n. Not to claim any right title interest claim or demand into or upon the Open Spaces around the said Building and comprised in the said Premises which shall remain the property of the Vendor/Developers who may deal with the same in any manner as they may at their absolute discretion think fit and proper including allot the same as open car parking spaces nor to claim any right of any nature in the covered car parking spaces save and except if expressly stated herein. o. The Purchaser are not desirous of acquiring any right over any other car parking space neither covered nor open to sky in the said Premises and have irrevocably relinquished the same and the Developer shall be entitled to and is hereby permitted to sell transfer and/or deal with the same in any such manner as the Developer may at its absolute discretion think fit and proper including change the nature of the same as the Developer may at its absolute discretion think fit and proper.

4. IT IS HEREBY FURTHER AGREED BETWEEN THE VENDOR/THE DEVELOPER AND THE PURCHASER as follows: -

- a. That the Undivided proportionate share in the land wherein the said Unit is situated and sold transferred conveyed transferred granted and assured and in favour of the Purchaser herein shall always remain indivisible and impartible.
- b. It being expressly agreed and understood that in the event of the Developer making any additional or further construction on the said Premises or any part thereof the proportionate area to be held by the Purchaser shall be proportionately reduced.
- c. Subject to the said Unit the Purchaser herein shall not have any right title interest claim or demand of any nature whatsoever and/or howsoever into or upon all the other parts or portions of the said building and the said Premises.
- d. The name of the building shall always remain to be "Grant Square" and the same shall not be changed and/or altered by the Purchaser or any other Purchaser and/or occupier under any circumstances whatsoever and/or howsoever.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(DETAILS OF TITLE AND LEGAL INCIDENTS)**

- 1. By the return of the Commissioner of Partition made out filed in Suit No. 63 of 1896 of the High Court of judication at Fort William in Bengal in Ordinary Original Civil Jurisdiction wherein Amar Krishna Mitter was the Plaintiff and Kumud Krishna and other were the defendants, all that messuage, land, hereditaments and premises No. 14/1, Grant Lane (out of 82/83, Bentinck Street and 14/1, Grant Lane was inter alia allotted to Smt. Annapurna Dassi (widow of Gopal Krishna Mitter, deceased) to be held by her in severally as the estate of a Hindu widow and whereas by an order made in the said unit, the said return and the commissioner of partition was confirmed and whereas on or about 25th day of April 1915 the said Smt. Annapurna Dasi died seized and possessed inter alia of the said messuage land hereditaments and premises No. 14/1, Grand Lane as for her estate of a Hindu widow and leaving her husband Grandnephew namely Bhudev Krishna Mitter the vendor Mohimendra Krishna Mitter, Animendra Krishna Mitter, Gopendra Krishna Mitter (son of Kumar Krishna Mitter deceased) (and Genendra Krishna Mitter, Monobendra Krishna Mitter, Dinendra Krishna Mitter, Raindra Krishna Mitter).
- 2. By an indenture of release dated the 2nd day of August, 1940 A.D. and made between the mother of Monobendra Krishna Mitter and the mother Smt. Krishna Manohorini Dassi the later released the property from charge created by a Deed of Charge and where the

said Monobendra Krishna Mitter became absolutely seized and possessed of or in otherwise and sufficiently entitled to all that the said messuage tenement dwelling house, land, hereditament, premises No. 14/1, Grand Lane intended to be solely granted and conveyed free from encumbrances and the then vendor had agreed with the purchaser for a absolute sale to him of the said messuage dwelling house land, hereditament and premises free from encumbrances at or for a price mentioned therein.

3. One said Sri Mohimendra Krishna Mitra alias Sri Mohimendra Krishna Mitter son of Sri Kumar Krishna Mitra of the then 20A, Nilmoni Mitter Street, at the then (Calcutta now Kolkata) was the absolute owner of ALL THAT piece and parcel of a two stored building (partly two storied and partly one storied) TOGETHER WITH the piece and parcel of land thereunto measuring 10 Cottah 14 Chittack 6 sq. ft. be the same a little more or less situated and lying at and being the premises No. 14/1A, Grand Lane (formerly a part of No. 14/1, Grant Lane) in the then Holding No. 327, Block XVI in the South Division of the town of Calcutta and he was paying the land revenue or rupees two and annas thirteen to the Collectorate of Calcutta.
4. Said Sri Mohimendra Krishna Mitra alias Sri Mohimendra Krishna Mitter granted sold and conveyed the said property to one Hashum Hajee Jan Mahomed son of Late Hajee Jan Mahomed Hajee Abdul Latif of 9, Ezra Street in the then town of Calcutta (now Kolkata) by way of an Indenture of Conveyance bearing date the second day of August One Thousand Nine Hundred and Forty (02.8.1940) for the consideration mentioned herein which was duly registered at the office of the Sub-Registrar of Assurances, Calcutta vide being No. 2407 for the year 1940 and recorded in Book No. I, Volume No. 70, Pages from 186 to 195 and said Hashum Hajee an Mahomed had been paying the land revenue to the Collectorate of Calcutta.
5. Said Hashum Hajee Jan Mahomed thereafter granted sold and conveyed the said property to one Sri Dinendra Nath Dash and Sri Gopendra Nath Dash (since Gopendra Nath Das was then minor he was acted and represented by his father) both sons of Sri Manindra Nath Das of 13, Radha Bazar Lane in the then of Calcutta (now Kolkata) by way of an Indenture of Conveyance dated 07.5.1956 duly registered on 9th day of May, 1956 at the then office of the Registrar of Assurances, Calcutta vide Being No. 2258 for the year 1956 and recorded in Book No. I, Volume No. 69, Pages from 60 to 67.
6. Said Sri Dinendra Nath Dash and Sri Gopendra Nath Dash after purchasing the said property duly recorded their names in the Corporation of Calcutta and in the Govt.

Record of Right and they had been paying the Corporation Tax and the Govt. Revenue in a regular manner.

7. The above said Sri Dinendra Nath Dash and Sri Gopendra Nath Dash became the absolute lawful joint owners of the property of 14/1A, Grant Lane presently situated at Kolkata with its right title and interest and the absolute right to use the common passage and other easement rights which is particularly and more fully described in the schedule below and they hold an absolute clear marketable title of the said property.
8. After attaining the majority said Sri Gopendra Nath Dash duly executed a General Power of Attorney on 02.02.1962 in favour of his father Sri Manndra Nath Dash (now deceased) son of Bholanath Dash (now deceased) and his elder brother Sri Dinendra Nath Dash constituting and appointing them his true and lawful Attorneys for him and in his name and on his behalf jointly and severally to make perform and execute all or any or such of the several acts, deeds and power including the right to appear before the Registrar of Sub-Registrar or any other of him in respect of all his properties both immovable and movable and the General Power of Attorney was duly registered in the Registrar of Assurances, Calcutta on 02.02.1962 vide Being No. 82 for the year 1962 and recorded in Book No. IV, Volume No. 3, Page No.17.
9. By virtue of a Deed of Sale dated 17.9.2013 registered in the office of ARA-II, Kolkata recorded in Book No. I, CD Vol. No. 39, Pages from 5636 to 5656, Being No. 13397 for the year 2013 executed by and between Sri Dinendra Nath Dash & Sri Gopendra Nath Dash as Vendors and Ma Tara Vyapaar Private Limited as Purchaser towards sale of ALL THAT piece and parcel of a two storied building (partly two stored and partly one storied) together with the piece and parcel of land thereunto measuring 10 (ten) Cottah 14 (fourteen) Chttack 6 (six) sq. ft. being 7836 sq. ft. together with more than 100 years old dilapidated structure roof type partly pucca and partly tin shed having built up area of 4273 on the ground floor (commercial 3000 sq. ft. and Semi Commercial 1273 sq. ft.) 3050 sq. ft. and 769 sq. ft. on the first floor residential pucca and tin shed total structure - 8092 sq. ft. be the same a little more or less situated and lying at and being the premises no. 14/1A, Grant Lane (formerly a part of No. 14/1, Grant Lane), Corporation Ward No. 46, P.S. Bowbazar in the city of Kolkata-700001.
10. Thus, the said Ma Tara Vyapaar Private Limited became the absolute owners of ALL THAT the above said Premises free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, pledge, pawn, surety, collateral, guarantee, debottar, HUF, third party interest whatsoever and/or howsoever.

11. By an Order No. Bldg/Br.VI/52/2022-23 dated 25.4.22 passed by the Dy. CE(Civil/Bldg/North) dated 25.04.2022 U/S 412(A) of KMC Act 1980 against the Premises No. 14/1A, Grant Lane, Ward-046, Borough-VI - the existing building at premises No. 14/1A, Grant Lane, Ward 046, Borough-VI has been declared as a condemned building vide department notice dated 25.11.2019 under section 412A of the Kolkata Municipal Corporation Act, 1980. The owner(s) and occupier(s) of the building are to vacate the premises within 30 days from date of service of the notice and directed to demolish the building forthwith after 30 (thirty) days. The owner(s) is/are offered an option for reconstruction of the building in accordance with the plan to be sanctioned by the corporation as expeditiously as possible by providing floor area to accommodate to occupiers and additional floor required for recovery of expenses for construction. Accordingly the Owners have been directed to submit a plan for reconstruction within 60 (sixty) days under Section 412A of the Kolkata Municipal Corporation Act, 1980.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(PREMISES)**

ALL THAT piece and parcel of land measuring about 10 Cottah 08 Chittack 14 Sq. Ft. (703.641 Sq. mts.) more or less together with structure situate lying at and being Premises No. 14/1A, Grant Lane, under Kolkata Municipal Corporation, Ward No. 046, Borough No. VI, Post Office and Police Station - Bowbazar, Kolkata-700012, being butted and bounded in the manner as follows:

ON THE NORTH : Common passage and premises No. 82/1A, Bentinck Street & 83/1, Bentinck Street.

ON THE SOUTH : Grant Lane

ON THE EAST : Premises No.13, Grant Lane& 82/1A, Bentinck Street.

ON THE WEST : 82, Bentinck Street.

Boundary Measurement as under:

ON THE NORTH : 7333 mm; 10381 mm; 9112 mm; 2245 mm; 4550 mm.

ON THE EAST : 17560 mm & 6245 mm.

ON THE SOUTH : 11875 mm; 7890 mm, 10725 mm & 1945 mm.

ON THE WEST : 6415 mm; 11755 mm; 1200 mm & 610 mm.

OR HOWSOEVER OTHERWISE the same are is was or were heretofore butted bounded called known numbered described or distinguished.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(UNIT)**

ALL THAT the Unit No. ____ on the ____ side of the ____ floor of the said New Building and containing by ad-measurement an area of about ____ square feet and carpet area and Exclusive Balcony Or "EBVT Area", having area of ____ square feet aggregating to a Net area of ____ square feet carpet area together with undivided proportionate imparible indivisible variable share in the land upon which the building stands at the said Premises referred to in the Second Schedule above written and is attributable to the said Unit together with undivided proportionate share in the common parts and portions referred to in the Fourth Schedule hereunder written.

(COVERED CAR PARKING SPACE)

ALL THAT the space containing by ad-measurement an area of about ____ sq. ft. on the ground floor of the said New Building to be constructed at the said Premises and to be used only for parking of one medium sized motorcar thereon.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The foundation columns beams, supports corridors, lobbies stairs stairways landing entrance exists and pathways.
2. Drain and sewerage from the said Premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the Premises.
4. Toilet and bathroom in the ground floor of the Premises for the use of durwans/ drivers, maintenance staff of the said Premises.
5. Lift, lift well, lift machine and space thereof.
6. Boundary walls of the Premises including outside walls of the building and main gates.
7. Water pump and motor with installation and room thereof.
8. Overhead tank and underground water reservoir water pipes and other common plumbing installations and space required thereto.
9. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required thereof.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Subject to what has been stated herein before in this present Indenture of Conveyance:

1. The Purchaser shall be entitled to all applicable rights, privileges vertical and lateral easements, quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendor/ Developer the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Sixth Schedule hereto.
2. The right of access in common with the Vendor/Developer and/or other occupiers of the said Building at all times and for all normal purposes connected with the use and enjoyment of the staircase and electrical installations subject to any regulation that may be made in this respect (by the Developer).
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit with or without vehicles over and along the driveways and pathways comprised in the said 20 building PROVIDED ALWAYS and it is hereby declared that nothing herein deriving title under his or her servants agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Vendor entitled to such ways aforesaid along with such drive way and path ways as aforesaid.
4. The right of protection the said Unit by or from all part of the building so far as they now protect the same.
5. The right of passage in common as aforesaid of electricity water and soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the said building and Premises so far as may be reasonable and necessary for the beneficial occupation of the said Unit all purposes whatsoever.
6. The right with or without and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any parts of the said Unit on so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 48 hours previous notice in writing of his intention so to enter to the Vendor and/or other persons properly entitled to the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(The under mentioned rights easements quasi-easements privileges and appurtenances shall be excepted out of the SALE and has been reserved for the Vendor/Developer).

SUBJECT TO WHAT HAS BEEN STATED HEREIN BEFORE IN THIS INDENTURE OF CONVEYANCE:

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building including its installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from to any part (other than the said Unit) of the other part or parts of the said building pipes, drain, wires, conduits lying or being under through or over the said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.
3. The right of protection for other portion or portions of the said building by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of structural alteration to the said Unit (otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the said building).
5. The right by the Vendor and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the said building.
6. The right with or without workmen and necessary materials to enter from time to time and upon the said Unit for the purpose of repairing so far as may be necessary for such pipes drains wires and conduit as aforesaid provided always the Vendor and other person or persons shall give to the Purchaser a prior forty eight hour's written notice of its intent for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Restrictions imposed in respect of the said Unit)**

1. Not to use the said Unit or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement on entertainment Center, eating or catering place, 22 Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutch or pucca construction thereon or part thereof and shall keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

2. The Purchaser shall not store in the said Unit any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put up any window air-conditioner at all, only split air conditioners can be fixed and its outside units shall be placed at the designated places as earmarked by the Developer.
6. The Purchaser shall permit the Developer and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Unit or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Developer to the Purchaser.
7. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
8. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof.
9. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
10. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Unit which in the opinion of the Developer differs from the colour scheme of the building or deviation or which in the opinion of the Developer may effect the elevation in respect of the exterior walls of the said building.
11. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
12. Not to use the allocated car parking space, if any, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
13. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Developer.

14. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Unit.
15. No clothes or other articles shall be hung or exposed outside the said Unit, the Purchaser shall only use dryers for all these purposes nor flower box, flower pot or like other object shall be placed outside the said Unit nor taken out of the window and/or any balcony of the said Unit.
16. No bird or animal that may cause annoyance to occupiers of other Units comprised in the said New Building shall be kept in the said Unit.
17. Not to install any generator in any part or portion of the said Premises including the said New Building and shall only use the common power backup.
18. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Unit Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Unit that may cause inconvenience to the occupiers of the building.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.

8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lift.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Vendor/occupiers of any Unit/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made thereunder relating to the building excepting those that are the responsibility of the owner/ occupier of any Unit/unit.
16. The Purchase maintenance renewal and insurance of fire fighting appliances and the purchase maintenance renewal and insurance of the common equipment as 26 the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders thereunder all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company/Holding Organisation it is reasonable to provide.

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

SIGNED SEALED AND DELIVERED
by the **OWNER/DEVELOPER** at Kolkata

SIGNED SEALED AND DELIVERED
by the **PURCHASER** at Kolkata

In the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. _____/- (Rupees _____) only being the total sale price for acquiring the said Unit in the manner as per memo below.

MEMO OF CONSIDERATION

Sl. No.	Cheque No. & Date	Drawn on	In favour of	Amount (Rs.)
Total:				

Signature of the DEVELOPER

In the presence of:

WITNESSES:

3. Signature _____
Name _____
Address _____

4. Signature _____
Name _____
Address _____

MA TARA VYAPAAR PRIVATE LIMITED


DIRECTOR