

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this            day of            Two Thousand and  
Twenty Three (2023) A.D.

**BETWEEN**

(1) **M/S. MIRIK PROPERTY PRIVATE LIMITED**, holding PAN : **AAECM1860B**, AND (2) **M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED**, holding PAN : **AABCN1220B**, both Private Limited Companies, incorporated under the Provisions of the Companies Act, 1956, as extended by Companies Act, 2013, having their respective Registered Offices at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, duly represented by their Authorized Signatory, **SHRI ADITYA AGARWAL**, son of Sri Sunil Agarwal, holding PAN : **AFEPA7678D**, working for gain at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, hereinafter called and referred to as the “**VENDOR**”, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors in office, agents and assigns etc.) of the **ONE PART**.

**AND**

(1) **M/S. CALVIN MARKETING PRIVATE LIMITED**, holding PAN : **AABCC1886A**, (2) **M/S. MADHUR ENCLAVE PRIVATE LIMITED**, holding PAN : **AAECM1851C**, (3) **M/S. RITURAJ COMPLEX PRIVATE LIMITED**, holding PAN : **AACCR9742H**, (4) **M/S. AZAD DEALER PRIVATE LIMITED**, holding PAN : **AACCA5415G**, (5) **M/S. NIRAJ DEALER PRIVATE LIMITED**, holding PAN : **AABCN0371M** AND (6) **M/S. BRINDABAN ENCLAVE PRIVATE LIMITED**, holding PAN : **AACCB7610C**, all are Private Limited Companies, incorporated under the provisions of Companies Act, 1956, as extended by Companies Act, 2013, having their respective offices at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, duly represented by their Authorized Signatory, **SHRI ADITYA AGARWAL**, son of Sri Sunil Agarwal, holding PAN : **AFEPA7678D**, working for gain at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, hereinafter, jointly, called and referred to as the “**CONFIRMING PARTIES**” (which expression unless excluded by or repugnant to the subject or context to be deemed and include their respective Successors-in-interest, agents and assigns etc.) of the **SECOND PART**.

**AND**

**M/S. NORTECH PROPERTY PRIVATE LIMITED**, holding PAN : **AACCN0832G**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, as extended by Companies Act, 2013, having its registered office at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, duly represented by its Authorized Signatory, **SHRI ADITYA AGARWAL**, son of Sri Sunil Agarwal, holding PAN : **AFEPA7678D**, working for gain at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, hereinafter called and referred to as

the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, agents and assigns etc.) of the **THIRD PART**.

AND

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding **PAN : ----** -----, Adhaar No. -----, by Occupation - -----, by Nationality – Indian, by Faith - -----  
- AND (2) **MRS.** -----, wife of Mr. -----, aged about ----- years, holding **PAN : -----**, Adhaar No. -----, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----, P. O. - -----, P. S. : -----, hereinafter, jointly, called and referred to as the '**PURCHASER**' (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **FOURTH PART**".

#### **PART– 1 (DEFINITIONS)**

1) Unless, in these presents, there is something contrary or repugnant to the subject or context:

i) "**Said premises**" shall mean the land comprised in and situated at and being the municipal **PREMISES NO. – 73/34, RAMCHANDRAPUR (JULPIA ROAD) KOLKATA - 700 104**, under **MOUZA – RAMCHANDRAPUR**, under **R. S. Dag No. 197, R. S. Khatian No. 526**, Corresponding to L. R. Dag No. 238 under L. R. Khatian No. 3600 & 3601, R. S. – 334, Collectorate Touzi No. 416B1, J. L. No. – 31, Borough – XVI, Under Kolkata Municipal Corporation **Ward No. 142, P. S. - HARID EVPUR**, District- 24 Parganas (South), West Bengal, admeasuring area about **274.779 Sq. Mtr.** equivalent to **05 (FIVE) KATTAH 05 (FIVE) CHITTAKS 18 (EIGHTEEN) SFT.**, more or less, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall include the New Building thereon.

ii) "**New Building**" shall mean the new building being constructed and completed at the premises by the Vendor/ Developer.

iii) "**Co-Owners**" according to the context shall mean all the buyers/ owners who from time to time have purchased or agreed to purchase and taken possession of any Unit/ Flat including the Vendor for those units, spaces, rooms, parking areas etc. not alienated or agreed to be alienated by the Vendor.

iv) "**Common Areas and Installations**" shall mean and include the areas of installations and facilities comprised in the said Premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor/ Developer for common use and enjoyment of the Co-owners **But** shall not include any open terrace on any floor of the New Building attached to any flat/unit and also shall not include the parking

spaces at or within the premises which the vendor/ developer may use or permit to be used for parking of motor cars and other vehicles and the vendor/ developer shall have the absolute right to deal with the same, to which the purchaser hereby consents.

v) “**Common Expenses**” shall mean and include all expenses for the maintenance, management, upkeep and administration of the ‘Entire Building Complex’ and in particular the common areas and installation and rendition of common services in common to the co-owners and all other expenses for the common purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the co-owners.

vi) “**Common Purposes**” shall mean and include the purposes of managing, maintaining, up keeping and administering the said ‘Entire Building Complex’ and in particular the common areas and installations, rendering services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas and installations in common.

vii) “**Units**” shall mean the independent and self-contained flats and other constructed areas/saleable spaces in the new building at the said premises capable of being exclusively held or occupied by a person.

viii) “**Parking Spaces**” shall mean spaces in or portions of the ground floor of the new building and also spaces in the open compound at the ground level of the premises for parking of motor cars, two wheelers and other vehicles permitted by the vendor/ developer.

ix) “**Super -Built-Up Area**” according to the context shall in relation to the said Unit or any other unit in the new building mean and include

- a) the covered/plinth/built-up area of such unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit and if any open terrace is attached to any unit and transferred by the vendor/ developer with such unit then the area of such open terrace.
- b) Proportionate share of the area of the common areas and installations.
- c) Overhead water tank
- d) Underground water reservoir
- e) Septic tank
- f) Lift machine room
- g) Plumbing ducts
- h) Boundary wall

x) **“Proportionate” or “Proportionately” or “Proportionate Share”** according to the context shall mean the proportion in which the Super Built up Area of any unit may bear to the Super Built up Area of all units in the new building **PROVIDED THAT** where it refers to the share of the purchaser or any co owner in any rates and/or Tax, GST amongst the common expenses then such share of the whole shall be determined on the basis of such rates and/ or GST, are being respectively levied.

xii) **“Said Unit”** shall mean the Unit being a Flat on a portion of the New Building morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the open terrace, if any, attached thereto and if so specifically mentioned in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** proportionate, undivided, indivisible, impartible and variable share in the Common Areas and Installations and wherever the context so includes or permits shall include the right of parking one motor car, if purchased, at the Parking Space at the said premises as mentioned and described in the within stated **SECOND SCHEDULE** and wherever the context so intends or permits shall also include the said share in the said premises.

xiii) **“Said share in the said premises”** shall mean proportionate, undivided, indivisible, impartible, variable share in the land comprised in the said premises attributable to the said Flat comprised in the said Unit.

xiv) **“Building Permit”** shall mean the plan for construction of the New Building sanctioned by the Kolkata Municipal Corporation vide **Sanction No. 2021160047 Dated 26.04.2021** and shall include modifications thereof and/or alterations thereto as may be made by the Vendor/ developer with the approval of the Architects and the Kolkata Municipal Corporation.

xv) Words importing **‘Singular Number’** shall include the **‘Plural Number’** and vice versa. Words importing **‘Masculine Gender’** shall include the **‘Feminine Gender’** and **‘Neuter Gender’** as the case maybe; similarly words importing **‘Feminine Gender’** shall include **‘Masculine Gender’** and **‘Neuter Gender’** as the case may be; Likewise **‘Neuter Gender’** shall include **‘Masculine Gender’** and **‘Feminine Gender’** as the case may be.

xvi) **“HOLDING ORGANISATION”** shall mean the Association or the Holding Organization of all flat holders of the Building. The flat owners of all the flats of the building including the said purchaser as the Owner of the said flat hereby to be sold shall form and will join and be members of the said organization. The said Holding Organization/Association shall be formed by the said vendor/ developer and the confirming parties herein upon sale and transfer of all the flats in all the buildings and on payment of all amounts due and payable by the flat purchaser in the respective buildings payable towards the price of the said flat and also other deposits and security in terms of this Agreement and also upon all flat purchaser in the building having taken possession of the respective flats and/or will be deemed to have taken possession of the said flats and the said Holding Organization/Association shall take over management and maintenance and administration and repairs of the common portions of the respective buildings and also of the common portions in the complex **AND** the Holding

Organization/Association shall remain in control management maintenance and administration thereof. The purchaser shall pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairing and up-keeping of the common portion and other expenses necessary in respect of the said Building .

### **PART-II: RECITALS**

**WHEREAS** one **SHRI. ANIL GANGULY @ ANIL BHUSAN GANGOPADHYAY**, son of Late Harendra Bhusan Gangopadhyay, became the absolute owner, occupier, seized and possessed by virtue of recording his name in the R.O.R. of R. S. Record in respect of (1) 48 Decimal i.e. 29 Kattahs 00 Chittaks 29 Sft. comprising in R. S. Dag No – 197 under R.S. Khatian No. - 526 corresponding to L. R. Dag No. - 238 under L. R. Khatian No. - 199 and in respect of (2) 10 Decimal i.e. 06 Kattahs 00 Chittaks 36 Sft. comprising in R. S. Dag No – 198 under R. S. Khatian No – 526 corresponding to L. R. Dag No. – 240 under L. R. Khatian No. – 199 lying in Mouza - Ramchandrapur, Pargana – Magura, P. S – Haridevpur (Formerly – Thakurpur), R. S. No. – 334, Touzi No. – 416B1, J. L. No – 31, District – 24 Parganas (South).

**WHEREAS** while the said **SHRI. ANIL GANGULY @ ANIL BHUSAN GANGOPADHYAY**, son of Late Harendra Bhusan Gangopadhyay had been enjoying the right, title, interest and possession in respect of the aforesaid property measuring, more or less, (1) 48 Decimal i.e. 29 Kattahs 00 Chittaks 29 Sft. comprising in R. S. Dag No. – 197 and in respect of (2) 10 Decimal i.e. 06 Kattahs 00 Chittaks 36 Sft. comprising in R. S. Dag No. – 198 lying in Mouza –Ramchandrapur, in District – 24 Parganas (South), freely and voluntarily granted, conveyed, transferred, given, assigned and assured the same unto and to his wife, namely, **SMT. KAMALA GANGOPADHYAY**, in pursuance to a Gift, by virtue of a ‘Deed of Gift’, which was registered in the office of A.D.S.R. at Alipur on 11/03/1985 and duly recorded in Book Number – I, Volume Number – 30, written in Pages 465 to 470, Being Deed Number -1812 and for the year 1985.

**AND WHEREAS** thus **SMT. KAMALA GANGOPADHYAY**, became the absolute owner of entire 58 Decimal i.e. 35 Kattahs 01 Chittaks 20 Sft. comprising in R. S. Dag No – 197 & 198 under R. S. Khatian No. – 526 in Mouza – Ramchandrapur, Pargana – Magura, P.S – Haridevpur (Formerly – Thakurpukur), R. S. No – 334, Touzi No – 416B1, J. L. No. - 31, corresponding to L. R. Dag No. – 238 & 240 under L. R. Khatian Number – 199, District -24 Parganas (South) and she had been enjoying her right, title, interest and possession in respect of the aforesaid property and had been paying the rent before the concerned authority regularly.

**AND WHEREAS** while **SMT. KAMALA GANGOPADHYAY** had been enjoying the right, title, interest and possession in respect of her 58 Decimal i.e. 35 Kattahs 01 Chittaks 20 Sft. comprising in R. S. Dag No – 197 & 198 under R. S. Khatian No. – 526 in Mouza – Ramchandrapur, Pargana – Magura, P.S – Haridevpur (Formerly – Thakurpukur), R. S. No. – 334, Touzi No – 416B1, J. L. No. – 31, corresponding to L. R. Dag No. – 238 & 240 under L. R. Khtian Number – 199, District – 24 Parganas (South) died intestate on 24/11/1998 leaving behind, her

husband, namely, **SHRI ANIL GANGULY @ ANIL BHUSAN GANGOPADHYAY**, two sons, namely, **SHRI SANAT KUMAR GANGULY**, **SHRI SALIL GANGULY** and three daughters, namely, **SMT. MINATI BANERJEE**, **SMT. DIPTI BHATTACHARJEE** and **SMT. MAITREYEE SENGUPTA**, as her only legal heirs and successors.

**AND WHEREAS SHRI ANIL GANGULY @ ANIL BHUSAN GANGOPADHYAY** while enjoying right, title, interest and possession in respect of his 1/6<sup>th</sup> undivided and undemarcated share or interest in 58 Decimal i.e. 35 Kattahs 01 Chittaks 20 Sft. comprising in R. S. Dag No. – 197 & 198 under R.S. Khaitan No. – 526 in Mouza - Ramchandrapur, Pargana – Magura, P. S. – Haridevpur (Formerly Thakurpukur), R.S. No. - 334, Touzi No – 416B1, J. L. No. – 31, corresponding to L. R. Dag No. – 238 & 240 under L. R. Khatian Number – 199, District – 24 Parganas (South), died intestate on 06/01/2001 leaving behind his two sons, namely, **SHRI SANAT KUMAR GANGULY**, **SHRI SALIL GANGULY** and three daughters, namely, **SMT. MINATI BANERJEE**, **SMT. DIPTI BHATTACHARJEE** and **SMT. MAITREYEE SENGUPTA**, as his only legal heirs and successors.

**AND WHEREAS SHRI SALIL GANGULY** while enjoying his right, title, interest and possession in respect of his 1/5<sup>th</sup> undivided share or interest in aforesaid Land admeasuring area about 58 Decimal i.e. 35 Kattahs 01 Chittaks 20Sft. died intestate on 24/04/2007 leaving behind his wife, namely, **SMT. RUPA GANGULY** and two sons, namely, **SHRI KAUSHIK GANGULY**, **SHRI ABHIK GANGULY**, as his only legal heirs and successors.

**AND WHEREAS** thus **SHRI SANAT KUMAR GANGULY**, **SMT. MINATI BANERJEE**, **SMT. DIPTI BHATTACHARJEE**, **SMT. MAITREYEE SENGUPTA**, **SMT. RUPA GANGULY**, **SHRI KAUSHIK GANGULY** and **SHRI ABHIK GANGULY**, jointly, became the absolute owner of entire 58 Decimal i.e. 35 Kattahs 01 Chittaks 20 Sft. and while enjoying the right, title, interest and possession in respect of the said land, a portion of land measuring 5240 Sqft, i.e. 07 Kattahs 04 Chittaks 20 Sft, merged with local municipal road for its development work which is lying in and around of the aforesaid property and thus after survey, physically, the said property remained 27 Kattahs 13 Chittaks, in measurement.

**AND WHEREAS SHRI SANAT KUMAR GANGULY**, **SMT. MINATI BANERJEE**, **SMT. DIPTI BHATTACHARJEE**, **SMT. MAITREYEE SENGUPTA**, **SMT. RUPA GANGULY**, **SHRI KAUSHIK GANGULY** and **SHRI ABHIK GANGULY**, while enjoying the right, title, interest and possession, jointly, in respect of the Plot of land Admeasuring area about **27 Kattahs 13 Chittaks**, more or less, appertaining to R. S. Dag No. - 197 & 198 under R. S. Khatian No. – 526 in Mouza - Ramchandrapur, Pargana – Magura, P. S. - Haridevpur (Formerly – Thakurpukur), R. S. No. – 334, Touzi No - 416B1, J. L. No – 31, corresponding to L. R. Dag No. -238 & 240 under L. R. Khatian Number – 199, District – 24 Pargans (South), executed a Registered ‘Power of Attorney’ for the sake of convenience to transfer their ownership right in respect of the aforesaid property, whereby they duly nominated, constituted and appointed their two close associates, namely, 1) **SHRI PRADIP SETH**, son of Shri Nemai Seth and 2) **SHRI NEPAL MAKHAL**, son of Shri Purna Chandra Makhal,

as their **"LAWFUL ATTORNEY"** and the said 'Power of Attorney' was registered in the office of A. D. S. R. Alipur on 17/12/2013 and duly recorded in Book No – IV, CD Volume No - 6, Pages in written 889 to 900, Deed No – 2310 and for the year 2013.

**AND WHEREAS** while enjoying the right, title, interest and possession in respect of their aforesaid Plot of Land measuring, more or less, **27 Kattahs 13 Chittaks**, **SHRI SANAT KUMAR GANGULY, SMT. MINATI BANERJEE, SMT. DIPTI BHATTACHARJEE, SMT. MAITREYEE SENGUPTA, SMT. RUPA GANGULY, SHRI KAUSHIK GANGULY** and **SHRI ABHIK GANGULY**, sold, conveyed and transferred, through their aforesaid appointed Constituted Attorneys, a demarcated Plot of land measuring, more or less, **25 Kattahs 05 Chittaks 07 Sft**; out of the aforesaid Plot of Land, Together with all rights of easements Quasi-easement, appurtenances appendages and right of ways water connection, sewer, drain, surface and/or overhead of the soil and butted and bounded as therein stated, jointly, unto and in favour of **(1) M/S. MIRIK PROPERTY PRIVATE LIMITED, (2) M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED, (3) M/S. CALVIN MARKETING PRIVATE LIMITED, (4) M/S. MADHUR ENCLAVE PRIVATE LIMITED, (5) M/S. RITURAJ COMPLEX PRIVATE LIMITED, (6) M/S. AZAD DEALER PRIVATE LIMITED, (7) M/S. NIRAJ DEALER PRIVATE LIMITED AND (8) M/S. BRINDABAN ENCLAVE PRIVATE LIMITED**, the Vendor and Confirming party herein, at a valuable consideration, by virtue of a registered 'Deed of Conveyance' and the same was Registered at the office of A. D. S. R. , Behala duly registered in Book No. – I, Volume No. – 15, written in Page No. 4525 to 4545, being Deed No. 04725 for the year 2014.

**AND WHEREAS** thus **(1) M/S. MIRIK PROPERTY PRIVATE LIMITED, (2) M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED, (3) M/S. CALVIN MARKETING PRIVATE LIMITED, (4) M/S. MADHUR ENCLAVE PRIVATE LIMITED, (5) M/S. RITURAJ COMPLEX PRIVATE LIMITED, (6) M/S. AZAD DEALER PRIVATE LIMITED, (7) M/S. NIRAJ DEALER PRIVATE LIMITED AND (8) M/S. BRINDABAN ENCLAVE PRIVATE LIMITED**, jointly, became the owner of a demarcated Plot of land measuring, more or less, **25 Kattahs 05 Chittaks 07 Sft**. (hereinafter called and referred to as the 'Larger Plot') free from all encumbrances, charges, liens, lispendencies, attachments, trusts.

**AND WHEREAS** while enjoying the right, title, interest and possession in respect of their aforesaid demarcated Plot of Land, measuring, more or less, **25 Kattahs 05 Chittaks 07 Sft**; by **M/S. MIRIK PROPERTY PRIVATE LIMITED, M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED, M/S. CALVIN MARKETING PRIVATE LIMITED, M/S. MADHUR ENCLAVE PRIVATE LIMITED, M/S. RITURAJ COMPLEX PRIVATE LIMITED, M/S. AZAD DEALER PRIVATE LIMITED, M/S. NIRAJ DEALER PRIVATE LIMITED AND M/S. BRINDABAN ENCLAVE PRIVATE LIMITED**, a 'Deed of Partition' was executed among all the eight Owners and by virtue of the said 'Deed of Partition', **(1) M/S. MIRIK PROPERTY PRIVATE LIMITED & M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED**, jointly, became the owner of All That Piece and Parcel of Demarcated Plot of Land measuring, **05 (Five) Kattahs 05 (Five) Chittaks 18 (Eighteen) Sft**; more or less, **(2) M/S. CALVIN MARKETING PRIVATE LIMITED & M/S.**



**MADHUR ENCLAVE PRIVATE LIMITED**, jointly, became the owner of All That Piece and Parcel of Demarcated Plot of Land measuring, **06 (Six) Kattahs 10 (Ten) Chittaks 43 (Fourty Three) Sft**; more or less, **(3) M/S. RITURAJ COMPKLEX PRIVATE LIMITED & M/S. AZAD DEALER PRIVATE LIMITED**, jointly, became the owner of All That Piece and Parcel of Demarcated Plot of Land measuring, **04 (Four) Kattahs 14 (Fourteen) Chittaks 38 (Thirty Eight) Sft**; more or less And **(4) M/S. NIRAJ DEALER PRIVATE LIMITED & M/S. BRINDABAN ENCLAVE PRIVATE LIMITED**, jointly, became the owner of All That Piece and Parcel of Demarcated Plot of Land measuring, **05 (Five) Kattahs 31 (Thirty One) Sft**; more or less and the said 'Deed of Partition' was Registered at the office of D. S. R. - II, Alipore duly registered in Book No. – I, Volume No. – 1602-2018, written in Page No. 1903 to 1944, being Deed No. 11779 for the year 2017.

**AND WHEREAS** while **M/S. MIRIK PROPERTY PRIVATE LIMITED, M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED**, the Vendor herein, had been enjoying the right, title, interest and possession in respect of the schedule property measuring more or less **05 (Five) Kattahs 05 (Five) Chittaks 18 (Eighteen) Sft**; morefully mentioned in the **FIRST SCHEDULE**, hereunder and mutated their names before the authority of B. L. & L. R. O. and also mutated before authority of Kolkata Municipal Corporation under **Assessee No. 711420906345** and they have been paying their respective taxes regularly in respect of Schedule **Premises No. 73/34, Ramchandrapur (Julpia Road), Kolkata – 700 104** within the limits of Kolkata Municipal Corporation **Ward No. 142**.

**AND WHEREAS** the Vendor have gifted a strip of land measuring about **62 (Sixty Two) Sft.** to Kolkata Municipal Corporation vide Deed No. 8188 for the year 2018, duly registered at the office of D. S. R. – II, Alipore, Kolkata, recorded in Book No. – I, Volume No. 1602-2018, written in Page No. 273472 to 273485.

**AND WHEREAS** the Vendor has further gifted a strip of land measuring about **59 (Fifty Nine) Sft.** to Kolkata Municipal Corporation vide Deed No. 8190 for the year 2018, duly registered at the office of D. S. R. – II, Alipore, Kolkata, recorded in Book No. – I, Volume No. 1602-2018, written in Page No. 273508 to 273521.

**AND WHEREAS** the said Vendor, **M/s. Mirik Property Private Limited & M/s. Nawhal Financial & Services Private Limited**, executed a registered Boundary declaration in respect of the subject property and the said Boundary Declaration was registered in the office of D. S. R. – II, Kolkata on 30.07.2018, and duly recorded in Book No. - I, Volume No. 1602-2018, bearing Deed No. 08182 for the year 2018 written in Page No. 273391 to 273403.

**AND WHEREAS** the said Vendor has further executed a registered Declaration to K. M. C. for Common Passage dated 30.07.2018 in respect of the subject property and the said Declaration to K. M. C. was registered in the office of D. S. R. – II, Kolkata on 30.07.2018, and duly recorded in Book No. - I, Volume No. 1602-2018, bearing Deed No. 08191 for the year 2018 written in Page No. 273654 to 273665.

**AND WHEREAS** hence, post Gift of ‘Strip of Land’ net area remained 05 (Five) Kattahs 02 (Two) Chittaks and 32 (Thirty Two) Sft. with the Vendor herein.

In this agreement the Vendor and the Confirming Parties are collectively referred to as the **VENDORS**.

**AND WHEREAS** apart from the present Vendor and the Confirming Parties hereinabove, namely, **M/s. Calvin Marketing Private Limited, M/s. Madhur Enclave Private Limited, M/s. Rituraj Complex Private Limited, M/s. Azad Dealer Private Limited, M/s. Niraj Dealer Private Limited and M/s. Brindaban Enclave Private Limited**, are also owning separate adjacent plots of land in the same complex, as per details below and the same are morefully mentioned in **PART – I & PART – IV** hereunder:

Block No.	Premises No.	Area of Land	Landowner
1	73/34, Ramchandrapur (Julpia Road), Kolkata	05 K 05 CH 18 SFT	Mirik Property Pvt Ltd & Nawhal Financial & Services Pvt Ltd
2	73/34A, Ramchandrapur (Julpia Road), Kolkata	06 K 10 CH 43 SFT	Calvin marketing Pvt Ltd & Madhur Enclave Pvt Ltd
3	73/34B, Ramchandrapur (Julpia Road), Kolkata	04 K 14 CH 38 SFT	Rituraj Complex Pvt Ltd & Azad Dealer Pvt Ltd
4	73/34C, Ramchandrapur (Julpia Road), Kolkata	05 K 00 CH 31 SFT	Niraj Dealer Pvt Ltd & Brindaban Enclave Pvt Ltd

**AND WHEREAS** altogether Total Land Area of the said complex, namely, “**EDEN TOLLY COURT**” is measuring more or less 21 (Twenty One) Kattah 15 (Fifteen) Chittak 40 (Fourty) Sft. comprising of all four Blocks and an area of about 02 (Two) Kattah 10 (Ten) Chittak 02 (Two) Sft. shall remain in common between aforesaid four blocks in terms of said ‘Deed of Partition’ which they shall use as common passage and the remaining area was merged with Municipal Road.

**AND WHEREAS** the said respective pieces or parcel of land are contiguous and adjacent to each other and each of the parties for the sake of convenience agreed to erect a single common boundary wall in and around all the said four plots of land (larger Plot0 and to form the said pieces of land into a ‘Building Complex’ comprising of all four blocks, numbered as ‘Block- 1 (One)’ to ‘Block – 4 (Four)’.

**AND WHEREAS** said Vendor has decided to build and construct on its Plot mentioned herein above, a building containing self-contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers.

**AND WHEREAS** the said Confirming Parties have also decided to construct on the plot belonging to each of them, a separate building on their respective plots containing independent self-contained residential flats/ units and other areas with the intention to sell and transfer the same to the intending purchasers.

**AND WHEREAS** for the sake of convenience of use and enjoyment of the said respective building to be built by Vendor the respective and Confirming Parties and the said Vendor and the said Confirming Parties have agreed to provide passages to be used in common by the Occupiers / Owners of the respective flats of the respective buildings and also to provide common conveniences for ingress and egress from the respective building through the areas of common passages agreed to be provided by the said Vendor and Confirming Parties.

**AND WHEREAS** the said Vendor has undertaken the construction of the building on the plot of land owned by them, particulars of which are described in First Schedule hereunder written and hereinafter called the said land and has obtained a building plan duly sanctioned from Kolkata Municipal Corporation bearing **Sanctioned Plan No. 2021160047 Dated 26.04.2021.**

**AND WHEREAS** the said Confirming Parties have also obtained respective building plans duly sanctioned by Kolkata Municipal Corporation and they have also decided to construct buildings on their respective plots of land owned by the each of them with the intention to sell and transfer the same to the intending purchasers and to deal with the flats of the building without any objection claim disputes by the others save that the respective flat holders of the building to be constructed by the said Confirming Parties also would be given the rights and benefits to use in common the passage and paths, common facilities, amenities, etc. agreed to be provided by the Vendor, Developer and the Confirming Party for the convenience of enjoyment and use and benefits of the flat holders of the all the respective buildings. It is also agreed that there will be only one Common Boundary wall for the building complex (larger Plot) comprising of all four blocks and One Common 'Main Gate' of the said Building Complex comprising of four blocks. The Vendor and Confirming Parties have agreed to remove the common boundary wall between their respective the blocks and the said common area, said open spaces of all the blocks, common space between both the blocks shall be used by the flat owners of all the blocks in common. The Flat owners hereby consent for the same and agree not raise any objection in future in respect of the same. The Vendor/ Confirming Parties Developer shall be at liberty to create additional new Gate/s for the direct access to the building premises from Main Municipal Road resulting smooth ingress and egress of the person, motor car, two wheelers, etc. and the Allottee doth hereby accord his consent and confirmation to the same.

**AND WHEREAS** the said Vendor, Confirming Parties and Developer have agreed to give rights and benefits to use common passage and paths, driveway, ingress, egress, common facilities, amenities, Open Space etc. to the flats owner of all the four Blocks for the convenience of enjoyment and use and benefits of the flat owners of the all the respective buildings. It is also agreed among Vendor, Confirming Parties and Developer that the Common

Areas, Common facilities of the respective block shall be shared by the flat owners of all the four Blocks and the Allottee herein agrees for the same.

**AND WHEREAS** the Vendor decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property and the Vendor decided that the Developer herein will undertake the development of the said Property and accordingly by a '**JOINT DEVELOPMENT AGREEMENT**' dated 26.03.2021, registered at the Office of Additional Registrar of Assurances - I, Kolkata, being Deed No. – 02440 for the year 2021, registered in Book No. – I, Volume No. 1901-2021, written in Page No. 148674 to 148710 entered between **M/s. Mirik Property Private Limited and M/s. Nawhal Financial & Services Private Limited**, Vendor herein, therein, jointly, referred to as the Owner of the One Part and **M/s. Nortech Property Private Limited**, the Developer herein therein referred to as the Developer of the Other Part and Vendor granted the exclusive right of development in respect of the said Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said '**JDA**').

**AND WHEREAS** Vendor has executed a Registered Development '**POWER OF ATTORNEY**' on 30.03.2021, in favour of the Developer herein vide Deed No. – 02550 for the year 2021, registered at the office of A.R. A. – I, Kolkata, registered in Book No. – I, Volume No. 1901-2021, written in Page No. 154718 to 154744, granting the several powers therein stated and for the execution of the construction works and selling and transferring of the Flats/ Units/ Car Parking Spaces, Store Rooms and any other constructed spaces in the said complex to the intending buyers, in terms of the said 'Joint Development Agreement' dated 26.03.2021.

**AND WHEREAS** the Vendor, Confirming Party and Developer have jointly agreed to sell flats available to the respective purchasers /holders of the respective buildings to be constructed by the said Developer. The rights of access to and from the respective flats of the respective buildings to be purchased by the respective purchasers/ allottee including the above named Allottee from through and along the pathways and passages provided in layout on the ground floor of the said Larger Complex for better enjoyment of facilities, amenities and use and convenience of ingress and egress from the main public Municipal Road up to the places of the respective buildings in the said complex.

**AND WHEREAS** by and under the said JDA it has been agreed between the Vendor that the Developer shall be entitled to enter into Agreements for Sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces and to receive realize and collect the amount of consideration and other amounts in its own name and that the gross sale proceeds accruing consequent to sale and transfer of the Flats/ Units/ Car Parking Spaces/ Store Rooms, etc. shall be apportioned amongst the Vendor and Developer in the manner as provided for in the said JDA.

**AND WHEREAS** in pursuance of the said JDA and in furtherance thereof the Developer has commenced the work of construction of new building and/or buildings at the said Premises, comprise of various self-contained

flats units, apartments, constructed spaces and Car Parking Spaces (hereinafter referred to as the HOUSING COMPLEX) to be ultimately held by/owned by various intending purchasers on ownership basis.

The Promoter caused the said housing project to be registered in accordance with the provisions of 'Real Estate (Regulation and Development) Act (hereinafter referred to as the said ACT) under Registration No. **WBRERA/NPR/-----**.

**AND WHEREAS** the Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

**AND WHEREAS** the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has agreed to sell and transfer and the Allottee agrees to purchase and acquired the said Unit/Apartment and the Car parking space, if allotted, for the consideration and subject to the terms and conditions hereinafter appearing.

**AND WHEREAS** the Land is earmarked for the purpose of developing a Residential Real Estate Building comprising of 1 (One) number of Tower having 8 (Eight) Nos. Residential Flats ("Building") and the said building shall be known as "**EDEN TOLLY COURT – BLOCK – '1 (ONE)'**" ("Project");

**AND WHEREAS** the Total Land (Larger Plot) in the 'Housing Complex' is earmarked for the purpose of developing a Residential Real Estate Complex comprising of 4 (Four) number of Blocks/ Towers having altogether 45 (Forty Five) numbers of Residential Flats ("Building") and the said Building Complex shall be known as "**EDEN TOLLY COURT**" ("Project") with the intention of sharing common boundary wall, sharing of common facilities & amenities, ingress and egress, Car Parking Space, etc. by all the flat owners of all the four blocks, in common.

**AND WHEREAS** the Purchaser being desirous of owning ALL THAT the **FLAT/UNIT NO. ----** in the **Block No. - '1 (ONE)'** more fully and particularly mentioned and described in SECOND SCHEDULE hereunder written approached the Vendor to sell and transfer the same to the Purchaser to which the vendor/ developer has agreed at or for the consideration and on the terms and conditions hereinafter stated.

**AND WHEREAS** by an 'Agreement for Sale' dated ----- entered between the said Vendor of the **FIRST PART**, Confirming Parties of the **SECOND PART** Developer of the **THIRD PART** and the Purchaser of the **FOURTH PART** the Vendor / Confirming Parties/ Developer have agreed to sell all that Unit in or portion of the

building being Unit/Flat No. '-----' on the ----- (-----) **FLOOR** at **BLOCK – '1 (ONE)'**, containing saleable area of ----- Sq. Ft. (Super built up) more or less **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **COVERED CAR PARKING SPACE** of the said premises morefully described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible share in common areas and installation and also **TOGETHER WITH** proportionate undivided share of land comprised in the said **73/34, RAMCHANDRAPUR (JULPIA ROAD) KOLKATA - 700 104**, described in the **FIRST SCHEDULE** hereunder written at the price of **Rs. -----/- (Rupees ----- Only)** and on the terms and conditions covenants and stipulation stated in the said agreement to the Purchaser .

**AND WHEREAS** the said Purchaser has from time to time after the date of the said agreement paid the said sum of **Rs. -----/- (Rupees ----- Only)** being the consideration amount in full to the Developer.

**AND WHEREAS** the Vendor has good, clear and marketable title in respect of the said flat as described in the **SECOND SCHEDULE**.

**AND WHEREAS** the Vendor/Developer has obtained the Completion Certificate for the said premises from Kolkata Municipal Corporation on -----.

**AND WHEREAS** the vendor/ developer has also duly made over possession of the said Unit to the said purchaser on the date of this presents and the purchaser have duly satisfied themselves about the construction of the said Unit and materials used and also about the further features of the said flat.

### **PART –III: WITNESSETH**

1. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs. -----/- (Rupees ----- Only)** by the Purchaser to the Developer paid at or before the execution hereof (the receipt whereof the Developer do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof hereby forever release discharge and acquit the Purchaser and the said Unit) the vendor/ developer do hereby grant sell convey transfer assign and assure **ALL THAT** the said Unit being the **FLAT NO. '-----'** on a portion on the ----- (-----) **FLOOR** at **BLOCK – '1 (ONE)'** of the New Building at the said premises **TOGETHER WITH** right to park **ONE** small/ medium sized motor car on the **OPEN/ COVERED CAR PARKING SPACE** at the said premises and morefully mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the said share in the said premises being proportionate, undivided, impartible, indivisible and variable share in the land comprised in the said **Premises No. 73/34, RAMCHANDRAPUR (JULPIA ROAD) KOLKATA - 700 104**, fully described in the

FIRST SCHEDULE hereunder written attributable and appurtenant to the said unit AND TOGETHER WITH like proportionate, undivided, impartible, indivisible and variable share in the common Areas and Installations fully mentioned and described in the THIRD SCHEDULE hereunder written attributable to the said unit AND TOGETHER WITH right to park one motor car at the Parking Space as mentioned and described in the within stated SECOND SCHEDULE AND TOGETHER WITH the right to use and enjoy the Common Areas and Installations in common with the other co-owners AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit AND all the estate right title interest property claim and demand whatsoever of the vendor/ developer in to or upon the said Unit TOGETHER WITH easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit belonging to the Purchaser as set out in the FIFTH SCHEDULE hereunder written BUT EXCEPTING AND RESERVING unto the vendor/ developer and other persons deriving title under the vendor/ developer such easements quasi-easements and other stipulations and rights as set out in the SIXTH SCHEDULE hereunder written AND ALSO EXCEPTING AND RESERVING the properties and rights as morefully stated hereunder TO HAVE AND TO HOLD the said Unit unto and to the use of the Purchaser absolutely and forever BUT SUBJECT NEVERTHELESS TO the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed (including the restrictions, conditions, covenants and obligations set forth in the SEVENTH SCHEDULE hereunder written) AND SUBJECT TO the Purchaser paying and discharging municipal and all other rates taxes, impositions and all other outgoings on and in respect of the said Unit wholly and the Common Expenses and all municipal and other rates, taxes and impositions and other outgoings on and in respect of the said premises and in particular the common Areas and Installations proportionately.

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

2.1 The interest which the Vendor/ Developer do hereby profess to transfer subsists and that the vendor/ developer have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.

2.2 It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the vendor/ developer or any of them or any person or persons claiming through under or in trust for the vendor/ developer or any of them AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are expressly mentioned herein.

2.3 The vendor/ developer shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful

and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

2.4 The vendor/ developer, unless prevented by fire or some other irresistible force, shall upon reasonable requests and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents for inspection the title deeds in connection with the said premises and also shall, at the like requests and costs of the Purchaser, deliver to the Purchaser attested or Xerox copies therefrom as the Purchaser may require and will in the meantime, unless prevented as aforesaid keep the same safe, unobliterated and unconcealed.

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

3.1 The Purchaser, so as to bind himself to the vendor/ developer and the other co-owners and so that this covenant shall be for the benefit of the New Building and the other Unit therein and every part thereof hereby covenants with the vendor/ developer and with all the other co-owners that the Purchaser and all other persons deriving title under him will at all times hereafter observe the restrictions set forth in the SEVENTH SCHEDULE hereto.

3.2 Before the execution of these presents, the Purchaser has examined and fully satisfied himself as to the following.

i) The purchaser has examined and got himself fully satisfied about the title of the Vendor to the said Unit and the said share in the said premises and accepted the same. The Purchaser has also accepted such title to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith.

ii) the Purchaser has also inspected the building permit sanctioned by the Calcutta Municipal Corporation in respect of the New Building and the said Unit and also satisfied himself about the purpose, nature of use and the area of the said Unit as stipulated herein and agrees and covenants not to raise any objection or dispute with regard thereto.

iii) the Purchaser has examined the workmanship and quality of construction of the said Unit and the New Building and the Common Areas and Installations and the fittings and fixtures provided therein and has fully satisfied himself with regard thereto and confirms that the same are to his full satisfaction and shall not raise any question or objection or make any claim or demand whatsoever against the vendor/ developer with regard thereto or otherwise.



3.3. The Purchaser binds himself to pay regularly and punctually the following amounts and outgoings:

- a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said unit directly to the Kolkata Municipal Corporation Provided that so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the vendor/ developer the proportionate share of all such rates and taxes assessed on the said premises.
- b) All other rates, taxes, impositions, levies, cess and outgoings (including Building tax under the West Bengal Building Tax Act, 1996, if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the New Building or the said premises and whether demanded from or payable by the Purchaser or the vendor/ developer, and the same shall be paid by he Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the New Building or the said premises.
- c) Electricity charges for electricity consumed in or relating to the said Unit and the same shall be paid to the vendor/ developer till the formation of the Association based on the reading shown in the sub-meter provided for the said Unit by the vendor/ developer at such rate at which the vendor/ developer are liable to pay the same to the CESC Limited.
- d) Charges for using, enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and, if in common with the other co-owners, proportionately to the vendor/ developer or the appropriate authorities as the case may be.
- e) Proportionate share of all common Expenses (including those mentioned in FOURTH SCHEDULE hereunder written) to the vendor/ developer from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the vendor/ developer or the Association, upon its formation, maintenance charges every month on the basis of super built-up area of the said Unit from the date of issue of The Completion Certificate or from the date of possession, whichever is earlier on the basis of rate decided by the vendor/ developer. The said rate shall be subject to revision from time to time as be deemed fit and proper by the vendor/ developer or the Association, upon its formation at their sole and absolute discretion after taking into consideration the common services provided.
- f) All penalty, surcharge, interest, costs, charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates, taxes, impositions, and/or outgoings wholly or proportionately as the case may be.

3.3.1 The liability of the Purchaser for payment of all or any of the amounts specified in clause 3.3 and its sub-clauses hereinabove has accrued from the date of delivery of possession of the said Unit to the Purchaser and, unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereunder shall be made within

7<sup>th</sup> day of the English Calendar month for which the same be due in case of monthly payment and otherwise also all other payments herein mentioned shall be made within 7 days of a demand being made by the vendor/ developer or the Association, upon its formation PROVIDED THAT any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof. The bills and demands for the amounts payable by the purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the ground floor of the said Building and earmarked for the said unit.

3.3.2 Any apportionment of the liability of the Purchaser in respect of any item of expenses tax, duty, levy or outgoings payable by the Purchaser and other co-owners shall be so done by the vendor/ developer or the Association, upon its formation, whose decision shall be final and binding on the Purchaser. Further, so long the vendor/ developer or any of them look after the maintenance, the Purchaser shall not hold the vendor/ developer liable for rendering any accounts or explanation of any expenses incurred by the vendor/ developer in its acts relating to the Common Purposes nor shall the purchaser be entitled to hold the vendor/ developer or any of them responsible to furnish any accounts vouchers, bills, documents etc. in any manner.

3.4 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any Statute, Rules and Regulations on the said premises and/or the said Unit or on the transfer thereof or any part thereof, the same shall be borne and paid by the Purchaser partly or wholly, as the case may be, within 7 days of demand being made by the vendor/ developer or the Association, upon its formation without raising any objection thereto.

3.5 The Purchaser shall in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the said Unit from The Calcutta Municipal Corporation.

3.6 Until Separate assessment of the said Unit for the Purpose of municipal rates and taxes, the Purchaser shall let out or part with the possession of the said Unit only after prior information in writing to the vendor/ developer of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof to the extent necessary for assessment of the liability for rates, taxes and other impositions.

3.7 The Purchaser shall permit the vendor/ developer and the Association, upon its formation, and its/their authorized representatives, surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Unit and every part thereof for the purpose of repairing, reinstating, rebuilding, cleaning, lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses, gutters, wires, conduits, structures and other conveniences belonging to or serving or use for the New Building and/or the Building Complex and also for the purpose of laying down, reinstating, repairing, and testing drainage and water pipes and electric wires and cables and for similar purpose

and other common purposes and also to view and examine the state and condition of the said Unit and the Purchaser shall make good all defect leakages and want of repairs within 7 days from the date of receiving notice in writing from the vendor/ developer or the Association, upon its formation.

3.8 The purchaser shall:

- i) Use the said Unit only for the purpose of private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the vendor/ developer first had and obtained;
- ii) Use the Parking Space granted to the Purchaser hereunder and mentioned in the SECOND SCHEDULE hereunder written only for the Purpose of parking of his one motor car and not park or allow or permit to be parked by his agents, visitors, guests etc. any motor car, two wheeler or any other vehicle at any other place in the New Building and/or the said premises (including at the open space at the said premises).
- iii) Use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men materials and utilities.
- iv) Use the common areas and Installations in common with the vendor/ developer and all the other concerned Co-owners and not to use the Common Areas and Installations and in particular the roof of the said building for any undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- v) Keep the Common Areas, open spaces, parking areas, paths, passages stairs, lobbies, landings etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow any one to store any goods, articles or things therein or in any other common areas of the Building Complex.
- vi) In using the water, electricity, drainage, sewerage, lift and other utilities and facilities in the New Building and the said premises, the Purchaser shall abide by and observe and perform all the relevant norms, conditions, rules and regulations and shall indemnify and keep the vendor/ developer, the Association, upon its formation and the other co-owners saved harmless and indemnified from all losses, damages, costs, claims, demands, actions and proceedings that they or any of them may suffer or incur due to any default or negligence on the part of the Purchaser.

3.9 The Purchaser shall co-operate with the vendor/ developer, or the association, upon its formation in the management and maintenance of the Building Complex and other common purposes and formation of the Association and observe and perform the rules regulations and restrictions from time to time in force for the quiet

and peaceful use enjoyment and management of the Building Complex and in particular the common Areas and Installation.

3.10 The Purchaser shall not claim any partition or sub-division of the land comprised in the premises or the common Areas and Installation and not to partition the said Unit in small sizes by metes and bounds.

3.11 The Purchaser shall observe all the terms and conditions of the agreement for sale entered upon by and between the parties hereto and also all other covenants as be deemed reasonable from time to time by the vendor/ developer or the Association, upon its formation, for the Common Purposes.

**4. THE PURCHASER DOTH HEREBY FURTHER AGREE ACCEPT COVENANT AND DECLARE** as follows:

4.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows :-

a) All open and covered spaces and rooms in the ground floor of the New Building and all open and covered spaces surrounding the New Building at the said premises including the Parking Spaces (save only the space for one motor car at the said Parking Space granted to the Purchaser hereunder and mentioned in the SECOND SCHEDULE hereunder written and save only those areas categorically expressed to be a common Area in the THIRD SCHEDULE hereunder written) shall belong to and remain the exclusive property of the vendor/ developer and the same shall for all intents and purposes be deemed to have always been excepted and reserved unto the vendor/ developer and the vendor/ developer shall have the full free and exclusive right and liberty to use the same in such manner and for such purpose as the vendor/ developer may in their absolute discretion deem fit and proper and to deal with, grant, transfer, sell and/or part with possession of the same in one or more lots to any person for such purpose and on such terms and conditions as the vendor/ developer in their absolute discretion shall think fit and proper and appropriate the said proceeds arising thereby and in particular and without prejudice to the generality of the foregoing :-

i) to sell or transfer the rooms/covered spaces in the ground floor servant's Quarter/ store rooms or otherwise;

ii) To grant sell or transfer to any person the right to park car or two wheeler or otherwise use and enjoy for any other purposes, the open and covered spaces in the ground floor of the New Building and all open and covered spaces surrounding the New Building at the said premises in such manner as the vendor/ developer shall in their absolute discretion think fit and proper.

- b) The vendor/ developer shall be at liberty to have the building Permit modified and/or alter and/or to obtain any other permission or regularization for construction reconstruction addition and/or alteration to the New Building or the said premises or any part thereto (save and except the said Unit) and/or for any change of user of any Unit (other than the said Unit) and the Purchaser doth hereby accord his consent and confirmation to the same.
- c) The vendor/ developer shall be at liberty to cause to be changed the occupancy group in respect or any Unit (other than the said Unit) to any purpose and to own use enjoy and/or transfer the same as per such changed occupancy group without any hindrance obstruction objection or claim by the Purchaser.
- d) Save the said Unit the Purchaser shall have no nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or any other part or portion in the Building Complex.
- (e) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the vendor/ developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

4.1.1 The Purchaser hereby consents to and accepts and acknowledges the properties benefits and rights of the vendor/ developer under clause 4.1 and its sub clauses hereinabove and agrees not to obstruct or hinder or raise any objection nor to claim any right of whatsoever nature over and in respect of the said properties benefits and rights belonging to the vendor/ developer exclusively.

4.2 The vendor/ developer shall have the full free and unfettered right to complete the unfinished works of the New Building and do all acts and things (including erecting of scaffoldings and storing of building materials in the common areas and other portions of the said premises) therefore notwithstanding any temporary inconvenience to the Purchaser in using and enjoyment of the said Unit and the Purchaser shall not in any manner cause any objection obstruction interference or interruption in connection therewith nor shall at any time hereafter do or omit to be done anything whereby such construction or development is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.

**5. AND IT IS HEREBY FURTHER MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO** as follows:

5.1 That as a matter of necessity the Purchaser shall and will own use and enjoy the said Unit consistent with the common rights and interests of the Co-owners lawfully entitled to the other Units in the New Building and shall and will use all sewers, drains, water courses etc., available to the Purchaser hereunder now in or upon or hereafter may be erected and installed in the said Unit hereby conveyed or any part thereof in common with the

said Co-owners to the extent applicable and permit freely to run and pass water and soil through the same or any of them and share with the said Co-owners and other persons the cost of repairing and maintaining such sewers and drains and water courses etc. in terms hereof and use the same as aforesaid in accordance with the By-laws Rules Regulations and terms as be framed by the vendor/ developer or the Association, upon its formation.

5.2 The properties and rights hereby conveyed unto and in favour of the Purchaser are and shall be one lot and shall not be dismembered in part or parts save with the consent of the vendor/ developer in writing. It is agreed and understood that the Purchaser shall not be entitled to let out transfer or part with the Parking Space granted to the Purchaser hereunder independent of the said Unit nor vice versa. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Purchaser shall also be bound to become a member of the Association.

5.3 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the Purchaser shall not be entitled to let out, sell, transfer or part with possession of the said Unit until all the charges outgoings dues payable by the Purchaser to the vendor/ developer or the Association, upon its formation are fully paid up.

5.4 Until the expiry of six months of a notice in writing given by the vendor/ developer to the Purchaser and the other Co-owners to take over charge of the acts relating to the Common Purposes, the vendor/ developer or their nominee shall look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the vendor/ developer or their nominee the maintenance charges and other amounts payable by the Purchaser hereunder.

5.5 Upon transfer of all the Units to the Co-owners or at the sole discretion of the vendor/ developer, earlier, an Association (by way of Association or Holding Organisation or Company or any other society or syndicate) shall be formed of the Co-owners for the Common Purposes and the Co-owners shall be made the members thereof each having voting rights therein equivalent to one vote per Unit, it being clarified that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have voting right equivalent to one vote.

5.6 The Purchaser shall sign and execute all papers, documents and applications for the purpose of formation of the Association and also execute all deeds and declarations as may be deemed proper or necessary for the Common Purposes including the declaration of membership and/or right and interest of the Co-owners in the said premises including in the New Building and/or Common Areas and Installations as and when the occasion will arise.

5.7 Upon formation of the Association, it shall be responsible and liable for all responsibilities and obligations with regard to the Common Purpose (without however prejudice to the rights and authorities expressly or intended to be reserved by the vendor/ developer hereunder or otherwise) whereupon only the Association shall be entitled thereto and obliged therefore, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified in clause 5.5 hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard Common Purposes shall be deemed as on such date to have been transferred by the vendor/ developer to all the Co-owners for the time being of the building without any further act on the part of the vendor/ developer and whereupon only the Co-owners as the case may be shall be entitled thereto and obliged therefore. All references to the vendor/ developer herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association or the Co-owners as the case may be.

5.8 At the time of handing over the charge to the Association or to the Co-owners, as the case may be, the vendor/ developer may either refund to the Purchaser or to transfer to the Association or the Co-owners, as the case may be, the residue then remaining of the deposits made by the Purchaser for the Common Purposes after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Association or the Co-owners to the Account of the Co-owners respectively for the purpose thereof and the Purchaser and the other Co-owners and the Association shall remain liable to indemnify the vendor/ developer for all liabilities due to non fulfillment of their respective obligations by the Purchaser and/or the other Co-owners and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the building by the Association and/or Co-owners (including those on account of loss of life or property due to operation and maintenance of lift and/or other installations in the said Building Complex).

5.9 the rules and regulations and/or bye laws of the said Association or Holding Organisation shall not be inconsistent herewith nor be such as would affect or prejudice any property benefit or right of the vendor/ developer.

5.10 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, common expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the vendor/ developer interest at the rate of 2% per month on all the amounts in arrears and without prejudice to the aforesaid, the vendor/ developer shall be entitled to withhold and stop all other utilities and facilities (including lift, generator etc..) to the Purchaser and his guests visitors employees agents tenants or licensees and/or the said Unit);

5.11 The Purchaser shall be and remain responsible for and to indemnify the vendor/ developer against all damages, costs, claims demands, actions and proceedings occasioned to the said premises or any other part of the

New Building or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the vendor/ developer against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the vendor/ developer as a result of:

- a) Any act omission or negligence of the Purchaser or his servants agents licensees or invitees and;
- b) Any breach or non-observance by the Purchaser of the Purchaser's covenants and other terms hereof.

5.12 The Building Complex shall bear the name '**EDEN TOLLY COURT**' or such other name as be decided solely by the vendor/ developer.

5.13 Any delay or indulgence by the vendor/ developer in enforcing their rights and entitlements hereunder or any forbearance or giving of time by it shall not be construed as a waiver of any breach or non-compliance of the terms and conditions of these presents by the Purchaser nor shall be the same in any manner prejudice the rights and entitlements of the vendor/ developer.

5.14 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall without prejudice to any other mode of service available be deemed to have been served on the fourth day of the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. It is expressly agreed and made clear that for all intents and purposes hereunder, all notices sent by or to **M/S. NORTECH PROPERTY PRIVATE LIMITED**, the Developer, shall be sufficient notice sent by or to all the Developer herein. None of the parties shall raise any objection as to the service of notice deemed to have been served as aforesaid.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID 'TOTAL LAND'/ LARGER PROPERTY COMPRISING OF ALL FOUR BLOCKS IN**  
**THE ENTIRE 'BUILDING COMPLEX')**

**PART – I 'BLOCK – 1 (ONE)'**

**ALL THAT** Piece and Parcel of land measuring more or less **05 (FIVE) KATTAH 05 (FIVE) CHITTAKS 18 (EIGHTEEN) SFT.** situated within **MOUZA – RAMCHANDRAPUR**, under **R. S. Dag No. 197, R. S. Khatian No. 526**, Corresponding to L. R. dag No. 238 under L. R. Khatian No. 3600 & 3601, R. S. – 334,CollectorateTouzi No. 416B1, J. L. No. – 31, Borough – XVI, Under Kolkata Municipal Corporation **Ward No. 142, P. S. - HARIDVEPUR**, being **PREMISES NO. – 73/34**,



**RAMCHANDRAPUR (JULPIA ROAD) KOLKATA - 700 104**, District- 24 Parganas (South), West Bengal.

**PART – II ‘(BLOCK - 2 (TWO))’**

**ALL THAT** Piece and Parcel of land measuring more or less **06 (SIX) KATTAH 10 (TEN) CHITTAKS 43 (FORTY THREE) SFT.** situated within **MOUZA – RAMCHANDRAPUR**, under **R. S. Dag No. 197, R. S. Khatian No. 526**, Corresponding to L. R. dag No. 238 under L. R. Khatian No. 3602& 3603, R. S. – 334, Collectorate Touzi No. 416B1, J. L. No. – 31, Borough – XVI, Under Kolkata Municipal Corporation **Ward No. 142, P. S. - HARIDVPUR**, being **PREMISES NO. –73/34A, RAMCHANDRAPUR (JULPIA ROAD) KOLKATA - 700 104**, District- 24 Parganas (South), West Bengal.

**PART – III ‘3 (THREE)’**

**ALL THAT** Piece and Parcel of land measuring more or less **04 (FOUR) KATTAH 14 (FOURTEEN) CHITTAKS 38 (THIRTY EIGHT) SFT.** situated within **MOUZA – RAMCHANDRAPUR**, under **R. S. Dag No. 197, 198 , R. S. Khatian No. 526**, Corresponding to L. R. dag No. 238, 240 under L. R. Khatian No. 3604& 3605, R. S. – 334, Collectorate Touzi No. 416B1, J. L. No. – 31, Borough – XVI, Under Kolkata Municipal Corporation **Ward No. 142, P. S. - HARIDVPUR**, being **PREMISES NO. –73/34B, RAMCHANDRAPUR (JULPIA ROAD) KOLKATA - 700 104**, District- 24 Parganas (South).

**PART – IV ‘4 (FOUR)’**

**ALL THAT** Piece and Parcel of land measuring more or less **05 (FIVE) KATTAH 31 (THIRTY ONE) SQUARE FEET** situated within **MOUZA – RAMCHANDRAPUR**, under **R. S. Dag No. 197& 198, R. S. Khatian No. 526**, Corresponding to L. R. dag No. 238 240 under L. R. Khatian No. 3606 & 3607, R. S. – 334, Collectorate Touzi No. 416B1, J. L. No. – 31, Borough – XVI, Under Kolkata Municipal Corporation **Ward No. 142, P. S. - HARIDVPUR**, being **PREMISES NO. –73/34C, RAMCHANDRAPUR (JULPIA ROAD) KOLKATA - 700 104**, District- 24 Parganas (South).

**(THE SAID SCHEDULE BLOCK/PREMISES )****‘BLOCK – 1 (ONE)’**

**ALL THAT** Piece and Parcel of land measuring more or less **05 (FIVE) KATTAH 05 (FIVE) CHITTAKS 18 (EIGHTEEN) SFT.** situated within **MOUZA – RAMCHANDRAPUR**, under **R. S. Dag No. 197, R. S. Khatian No. 526**, Corresponding to L. R. Dag No. 238 under L. R. Khatian No. 3600 & 3601, R. S. – 334, Collectorate Touzi No. 416B1, J. L. No. – 31, Borough – XVI, Under Kolkata Municipal Corporation **Ward No. 142, P. S. - HARIDEVPUR**, being **PREMISES NO. –73/34, RAMCHANDRAPUR (JULPIA ROAD) KOLKATA - 700 104**, District- 24 Parganas (South), West Bengal, which is butted and bounded as follows:-

**ON THE NORTH** : 9 Ft. Wide Municipal Road and thereafter Land of R. S. Dag No. 195 & 196.  
**ON THE SOUTH** : 5.025 Mtr. Common Passage and thereafter Land of R. S. Dag No. 199 & 200.  
**ON THE EAST** : 23 Ft. Wide Municipal Road.  
**ON THE WEST** : Premises No. 73/34A, Ramchandrapur (Julpia Road)

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

**Latitude/ Longitude of the end points of the Project:**

Latitude : – 22°29'12.0" N  
 Longitude : – 88°24'56.5" E

**THE SECOND SCHEDULE ABOVE REFERRED TO****(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO )**

**ALL THAT** the **Residential** Flat/Unit in or portion of the New building being **UNIT/ FLAT NO. ----** on the ----- (-----) **FLOOR** at **BLOCK – ‘1 (ONE)’** containing by admeasurements a Carpet Area of ----- Sft. and Exclusive Balcony/Verandah Area Or “EBVT AREA”, of \_\_\_ Square Feet aggregating to a Net Area of \_\_\_ Square Feet, equivalent to a **SUPER BUILT-UP AREA** of ----- ( -----) **SFT.** , be little more or less, in the New building at the said entire Building Complex, now known as “**EDEN TOLLY COURT**” and shown in the plan annexed hereto duly bordered in ‘**RED**’ thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the said building complex and shown in the plan annexed hereto duly bordered in ‘**RED**’ thereon **TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in

the land below/ beneath the said block/building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Area, Parts and Portions)**

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the entire Building Complex.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. High Tension Line, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the entire Building Complex.
6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the Building Complex.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said Building Complex and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.
14. Ultimate Roof and its Parapet Wall of all the Blocks together with all the facilities, amenities, Roof top Garden, etc; to be developed by the Vendor/ Developer on roof of any of the block, shall be used by the Flat owners of all the blocks in common.
15. Community Hall

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE** : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.
2. **OPERATIONAL**: All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.
3. **STAFF**: The salaries of and all other expenses on the staff (including Janitors/officers, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION**: Establishment and all other expenses of the association or co operative society (including its formation) and also similar expenses of the vendor/ developer or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, Sales Tax, VAT, Service Tax and other taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).
6. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto:
7. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the vendor/ developer and/or the Association or Holding Organisation for the Common Purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(Easements Granted to the Purchaser)

The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the said Unit which are hereinafter specified **Excepting and Reserving** UNTO AND TO THE vendor/ developer and other persons deriving right, title and/or permission from the vendor/ developer and the

Association, upon its formation, the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth in the **Sixth Schedule** hereunder written:

- i) The right of access and use of the Common Areas and Installations in common with the vendor/ developer and/or other Co-owners of the New Building or the said premises and all persons permitted by the vendor/ developer as the case may be and for normal domestic purposes connected with the use of the said Unit.
- ii) The right of protection of the said Unit by and from all other parts of the New Building so far as they now protect the same.
- iii) The right of flow in common as aforesaid of electricity, water, drainage, sewerage and other common utilities from and/or to the said Unit through pipes, conduits, cables and wires lying or being in under or over the other parts of the New Building and/or the said premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
- iv) The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the said premises for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, as aforesaid insofar as such rebuilding repairing as aforesaid can not be reasonably carried out without such entry and in all such cases, excepting in emergent situation, upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the vendor/ developer or the Association, upon its formation and the Co-owner affected thereby.

All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, Common Expenses, Electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

(Easements Reserved by the vendor/ developer)

The under mentioned rights easements quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the vendor/ developer and other persons deriving right title and/or permission from the vendor/ developer and the Association, upon its formation :

1. The right of access and use of the Common Areas and Installations in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the said premises.

2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part or parts (other than the said Unit) of the said Premises through pipes, drains, conduits, cable or wires lying or being in under through or over the said Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the said Premises.
3. The right of protection of other part or parts of the said premises by all parts of the said Unit as the same can or does normally protect.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the said premises.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, conduits, cables and wires as aforesaid and also for the purpose rebuilding or repairing any part or parts of the New Building (Including any Common Areas and Installations) insofar as such building repairing can not be reasonably carried out without such entry provided always that the vendor/ developer or the Association, upon its formation and/or other Co-owners of other part or parts of the said premises shall excepting in emergent situation, give to the Purchaser a prior forty-eight hours' written notice of its or their intention for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

(Restrictions imposed on the purchaser).

1. The Purchaser shall not cause or make obstruction or interference with the free ingress to and egress from the said premises by the vendor/ developer and all other persons entitled thereto.
2. The Purchaser shall keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the said building or in the Building Complex in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units/Parts of the New Building and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit and to carry out all works of repairs/maintenance as may be required by the vendor/ developer or the Association, upon its formation. In particular and without prejudice to the generality of the foregoing, the purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise.
3. The Purchaser shall not open any new window nor to break open or maim any wall or walls of the said Unit nor to install any apparatus protruding outside the exterior of the said Unit Provided That nothing contained herein shall prevent the Purchaser to install air-conditioners within the said Unit.

4. The Purchaser shall not do or permit to be done any act deed or thing which may render void or voidable any Insurance Policy on any unit or any part of the Building Complex or may cause any increase in the premium payable in respect thereof.
5. The Purchaser shall maintain the said Unit at his own costs and abide by and observe and perform all irrelevant laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made there under ) of the Government, The Calcutta Municipal Corporation, Calcutta Improvement Trust, Calcutta Metropolitan Development Authority, CESC Limited, Fire Brigade, Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, The Officer under The West Bengal Building Tax Act, 1996 and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit and/or the Building Complex and to make such additions and alterations in or about or relating to the said Unit and/or the Building Complex as the required to be carried out by them or any of them, independently or in common with the other Co-owners, as the case may be, without holding the vendor/ developer in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately, as the case may be, and to be answerable and responsible for deviation or violation of any of their conditions, rules, bye-laws, etc.
6. The Purchaser shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the Co-owners and occupiers of other portions in the New Building and/or the said premises.
7. The Purchaser shall not change or alter the outside colour scheme, elevation or façade of the New Building or the said Unit nor shall decorate the exterior of the said Unit otherwise than in a manner prescribed by the vendor/ developer or the Association, upon its formation or in the manner as near as may be in which it was previously decorated.
8. The Purchaser shall not commit or permit to be committed any alterations or changes in pipes, conduits, cables, wires, fixtures and fittings serving the said Unit and other Units in the New Building or the Building Complex.
9. The Purchaser shall not 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 New Building or any part thereof. Further, the Purchaser shall not injure harm or damage the Common Areas and Installations or any other Unit in the New Building by making any alteration or withdrawing any support or making any construction whatsoever in the said Unit or otherwise.
10. The Purchaser shall not put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building Save at the place as be expressly approved or provided by the vendor/

developer **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit.

11. The Purchaser shall not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste on the roof, staircase, lobby, landings, pathways, passages, driveways, or in any other common areas or portions of the Building Complex or in Parking Spaces or into lavatories, cisterns, water or soil pipes in or for the said Unit or otherwise serving the New Building or the Building Complex nor allow or permit any one to do so.

12. The Purchaser shall not store or allow any one to store any goods articles or things on the staircases, lobbies landings or other common areas or portions of the Building Complex nor to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners;

13. The Purchaser shall not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the said Unit.

14. The Purchaser shall not do any act deed or thing whereby the vendor/ developer are prevented from granting, selling, transferring, assigning or disposing of the other Units, Parking Spaces and other saleable spaces in the Building Complex.

15. The Purchaser shall not affix or draw any new pipes, conduits, cables or wires from and to or through any of the common areas or outside walls of the New Building or other Units.

16. The Purchaser shall not install or keep or operate any generator in the said Unit or in the corridor, landings, lobby or passage of the floor in which the said Unit is situate or in any other common areas of the New Building or the said premises save the battery operated inverter inside his Unit.



**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**

at Kolkata in the presence of:

1.

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**SIGNATURE OF VENDOR**

2.

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**SIGNATURE OF CONFIRMING PARTY**

---

**SIGNATURE OF DEVELOPER**

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**SIGNATURE OF ALLOTTEE/PURCHASER**

Drafted by me on the basis of information  
furnished by the Parties herein

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Sanjay Kumar Jain  
Advocate, High Court, Calcutta  
Enrolment No. : WB/444/2005

**RECEIVED** of and from the within named Allottee within mentioned sum of **Rs.** \_\_\_\_\_/-  
**(Rupees** \_\_\_\_\_  
 \_\_\_\_\_ **Only)** being the consideration amount in **PART** as per memo below:-

**MEMO OF CONSIDERATION**

1.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
2.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
3.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
<b>TOTAL AMOUNT RECEIVED</b>		<b>Rs. -----</b>

**Witness:**

1.

2.

\_\_\_\_\_  
**SIGNATURE OF DEVELOPER**

DATED DAY OF , 2023

**DEED OF CONVEYANCE**

BETWEEN

M/S. MIRIK PROPERTY PRIVATE LIMITED & OTHERS  
----- VENDOR & CONFIRMING PARTIES

&

M/S. NORTECH PROPERTY PRIVATE LIMITED  
-----DEVELOPER

&

MR. -----  
MRS. -----  
-----PURCHASER

EDEN TOLLY COURT  
FLAT/ UNIT NO. -----  
FLOOR - ---- (---)  
BLOCK – ‘1 (ONE)’

