

RERA DEED OF CONVEYANCE

DEED OF CONVEYANCE

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

By and Between

(1) M/S. DAKSHINESWAR PROPERTIES (PAN# AATFD1070C), a Partnership Firm having its place of business at 153/1/A, Surendra Mohan Bose Road, Post Office Panihati, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, **(2) M/S. TIRUPATI PROPERTIES** (PAN# AASFT3468R), a Partnership Firm having its place of business at 153/1/A, Surendra Mohan Bose Road, Post Office Panihati, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, **(3) M/S. SALASAR PROPERTIES** (PAN# AEOFS6400A), a Partnership Firm having its place of business at 153/1/A, Surendra Mohan Bose Road, Post Office Panihati, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, and **(4) M/S. MA TARA CONSTRUCTION** (PAN# ABSFM4251G), a Partnership Firm having its place of business at 153/1/A, Surendra Mohan Bose Road, Post Office Panihati, Police Station Khardah, Kolkata 700 114, District North 24-Parganas, WEST BENGAL, **all represented by their Constituted Attorney** namely, **SRI SANJAY KUMAR KOTHARI** (PAN# AFOPK9131P, AADHAAR# 6509 5128 0006, MOBILE#9830281422), son of Late Jagdish Prasad Kothari, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 9, Ashutosh Mukherjee Lane, Post Office Salkia, Police Station Golabari, District Howrah, PIN 711 106, being Authorized Signatory/Partner of **M/S. HAPPY MOMENTS PROPERTIES** (PAN# AAOFH8179H) a Partnership firm under the Partnership Act, 1932, having its Registered Office at, 7, Mahesh Mukherjee Feeder Road, Post Office Ariadaha, Police Station Belgharia, Kolkata 700 057, District North 24-Parganas, West Bengal, by virtue of a **Development Power of Attorney dated 22nd day of January, 2024, registered at the Office of the A.R.A.-II, Kolkata, and recorded in Book No. I, Volume No.1902-2024, Pages 53716 to 53739, Being No. I-190200912 for the year 2024**, hereinafter called and referred to as the **"OWNERS/VENDORS"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, executors, administrators, legal representatives, nominees and assigns) of the **FIRST PART;**

And

M/s. HAPPY MOMENTS PROPERTIES (PAN# AAOFH8179H) a Partnership firm under the Partnership Act, 1932, having its Registered Office at, 7, Mahesh Mukherjee Feeder Road, Post Office Ariadaha, Police Station Belgharia, Kolkata 700 057, District North 24-Parganas, West Bengal, being represented by its Authorised Signatory/Partner, **SRI SANJAY KUMAR KOTHARI** (PAN# AFOPK9131P, AADHAAR# 6509 5128 0006, MOBILE#9830281422), son of Late Jagdish Prasad Kothari, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 9, Ashutosh Mukherjee Lane, Post Office Salkia, Police Station Golabari, District Howrah, PIN 711 106, hereinafter called and referred to as the **"PROMOTER/DEVELOPER/CONFIRMING PARTY"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its

successors, successors-in-office, executors, administrators, representatives and assigns) of the **SECOND PART;**

And

[If the Purchaser is a Company]

_____ (CIN # _____, PAN# _____), a Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its Registered Office at _____, Post Office _____, Police Station _____, District _____, State _____, PIN _____, represented by its Authorized Signatory, Sri/Smt. _____ (PAN# _____, AADHAAR# _____, MOBILE# _____), son/wife/daughter of _____, by faith _____, by Nationality Indian, by occupation _____, residing at _____, Post Office _____, Police Station _____, District _____, State _____, PIN _____, hereinafter called and referred to as the "**PURCHASER/S**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **THIRD PART;**

[Or]

[If the Purchaser is a Partnership]

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

[Or]

[If the Purchaser is an Individual]

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

[Or]**[If the Purchaser is a HUF]**

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

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

WHEREAS:

- A.** The Vendors/Landowners are the joint and lawful owners of land i.e. **ALL THAT** piece or parcel
of **Bastu land** measuring an area about **30 (Thirty) Cottahs** equivalent to **21600 Sq.ft.**
(Twentyone Thousand Six Hundred) more or less (**including common passage having**
an area about 3867.2 Sq.ft.) more or less (11 Cottah 4 Chittack equivalent to 8100 Sq.ft.
more or less under R.S. Dag No. 5918 & 18 Cottah 12 Chittack equivalent to 13500 Sq.ft. more
or less under R.S. Dag No. 5919), all comprised under J. L. No. 1, Touzi No. 173, Sheet No.15,
C.S. Dag No. 5918 corresponding to R.S. Dag No. 5918, C.S. Dag No. 5920 corresponding to
R.S. Dag No. 5919, C.S. Khatian Nos. 1624, 1625 corresponding to R.S. Khatian Nos. 2155,
2156 within Mouza Ariadaha Kamarhati, Block Barrackpore-II, Police Station Belghoria, Kolkata
700 057, District North 24-Parganas, West Bengal within the limits of the Kamarhati Municipality
having **Old Holding Nos. F-65/1/3, F-65/3, F-65/4, F-65/5 & F-65/6, New Holding**
No.F-65/6 (after amalgamation) under Premises No.7, Mahesh Mukherjee Feeder

Road, Ariadaha, Ward No.11, Kolkata 700 057 Police Station Belghoria, Post Office Ariadaha, comprised under **Mouza Ariadaha Kamarhati, J.L. No. 1**, Touzi No. 173, Sheet No.15, comprised in **R.S. Dag No. 5918, 5919**, under **R.S. Khatian Nos. 2155, 2156**, District North 24-Parganas under the local limit of **Kamarhati Municipality TOGETHER WITH** 16' Ft. wide common passage on the Eastern portion of the said property **TOGETHER WITH** easement and quasi-easement rights, facilities, privileges, benefits available therein, morefully described in **PART-I** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**SAID PREMISES**").

- B.** The particulars of the title of the Vendors/Landowners to the said premises are fully described in **PART-II** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**DEVOLUTION OF TITLE**").
- C.** With a view to develop the said premises by constructing new multistoried building on the same, the Landowners herein jointly got a building plan sanctioned from **Kamarhati Municipality** vide **Sanction Site Plan No. 297/21-22 dated 8th day of February, 2022** for construction of **G+V storied mercantile building** on the said premises (hereinafter referred to as the "**SAID SANCTIONED PLAN**"), and thereafter, entered into a **Development Agreement on the 22nd day of January, 2024** with the Developer herein namely, **M/S. HAPPY MOMENTS PROPERTIES**, for construction of the said G+V storied Mercantile Building into and upon the said premises, as more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder written **and the said original Development Agreement was duly registered in the Office of the A.R.A.-II, Kolkata, and recorded in Book No. I, Volume No.1902-2024, Pages from 53572 to 53606, Being No. I-190200907 for the year 2024**, and also granted and executed a **Development Power of Attorney on the 22nd day of January, 2024** in favour of the said Developer thereby appointing them for development of the said multistoried building on the said premises. **The said original Development Power of Attorney was duly registered on 22nd day of January, 2024 in the Office of the A.R.A.-II, Kolkata, and recorded in Book No. I, Volume No.1902-2024, Pages 53716 to 53739, Being No. I-190200912 for the year 2024** under certain terms and conditions as contained in the said Development Agreement empowering inter alia to supervise the entire construction activities, to represent various authorities for and on behalf of the Vendors/Landowners, to sign and execute various documents, building plan, agreements, deeds etc. in respect of development of the said premises, and also to sign and execute Agreements for Sale, Deeds of Conveyance on behalf of the Vendors/Landowners in respect of different units/apartments to be constructed on the said premises, to the intending purchaser/s thereof in respect of the Developer's Allocation (hereinafter referred to as the "**SAID DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY**").

- D.** The Purchaser/s, being desirous of purchasing a Commercial/Semi-commercial Space in the said project, applied for allotment for a Commercial/Semi-Commercial Space in the said project on _____ and had been allotted Commercial/Semi-Commercial Space No. _____ having super built up area of _____ Sq.ft. corresponding to covered area of _____ corresponding to carpet area of _____ Sq.ft. more or less, on _____ Floor, morefully described in the **SECOND SCHEDULE** (hereinafter referred to as the "**SAID SPACE**"), to be developed in accordance with the said sanctioned plan **Together With** the right to enjoy the Common Areas, Amenities and Facilities available in the said project, morefully described in the **THIRD SCHEDULE** hereunder written.
- E.** Subsequently, by an **Agreement for Sale** (hereinafter referred to as the "**AFS**") made and executed on _____ by and between the parties herein and **registered in the Office of the _____, and recorded in Book No. I, Volume No.____, Pages_____ to_____, being No._____ for the year 2025**, the Vendors/Landowners and the Promoter/Developer agreed to transfer and the Purchaser/s agreed to purchase the said commercial/semi-commercial space on freehold ownership basis subject to the terms and conditions contained in the said AFS, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- F.** The Purchaser/s has/have paid in full the payment of **Rs._____ /-** (**Rupees_____**) **Only** as stipulated in the Payment Plan of the AFS from time to time.
- G.** The Promoter/Developer since has completed construction of the Said Space vide **Completion/Occupancy Certificate No._____ issued on _____ by the Panihati Municipality**, intimated the Purchaser/s about its intention of executing this Deed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

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

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

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

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

"SECTION" means a Section of the Act.

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

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

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

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

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

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

“UNIT/SPACE OWNERS” shall according to the context, mean all purchasers and/or intending purchasers of different spaces for commercial/semi-commercial purpose in the Project.

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

2. CONVEYANCE AND TRANSFER :

In consideration of the payment mentioned in the **MEMO OF CONSIDERATION** hereinbelow, the Owner/Vendor and the Promoter/Developer.

- (a) hereby jointly sell convey and/or transfer, absolutely and forever, to the Purchaser/s a Commercial/Semi-Commercial Space being Space No.____ having super built up area of _____ Sq. Ft. corresponding to _____ covered area of _____ Sq.ft. corresponding to carpet area of _____ Sq. ft., on _____ Floor more or less, of Building named “_____” lying and situate at **Holding No.**

F-65/6 (after amalgamation Old Holding Nos. F-65/1/3, F-65/3, F-65/4, F-65/5 & F-65/6) under Premises No.7, Mahesh Mukherjee Feeder Road, Ariadaha, Ward No.11, Kolkata 700 057, Police Station Belghoria, Post Office Ariadaha, comprised under **Mouza Ariadaha Kamarhati, J.L. No. 1**, Touzi No. 173, Sheet No.15, comprised in **R.S. Dag No. 5918, 5919**, under **R.S. Khatian Nos. 2155, 2156**, District North 24-Parganas under the local limit of **Kamarhati Municipality TOGETHER WITH** 16' Ft. wide common passage on the Eastern portion of the said property **TOGETHER WITH** undivided proportionate share in the land comprised in the Said Premises (All the aforesaid, hereinafter collectively referred to as the **"SAID SPACE"**), more particularly described in **SECOND SCHEDULE** hereunder written and the Deed Plan of the said apartment is annexed hereto and bordered **"RED"**; and

- (b) hereby grant a perpetual and non-exclusive right to use and enjoy the Common Areas in common with all the other Unit/Space Owners;

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

The term '**said space**' wherever used in this Deed shall include all the properties and rights mentioned hereinabove which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one **Commercial/Semi-Commercial Unit**.

AND IT IS HEREBY EXPRESSLY AGREED AND MADE CLEAR that the payments paid by the Purchaser/s include the cost of pro rata share in the common areas as defined under the Real Estate (Regulation and Development) Act, 2016 (**ACT**) and as such upon formation of the Association the pro rata share of the Purchaser/s into or upon the common areas hereby sold and transferred in favour of the Purchaser/s shall stand transferred and/or vested in the Association upon formation without any further act deed or thing as provided under the provisions of Section 16 of the Real Estate (Regulation and Development) Act, 2016 and until then the Purchaser/s shall hold the same in trust for such Association.

The right of the Purchaser/s shall be restricted to the Said Space together with the right to use the common areas and the Purchaser/s shall have no right, title or interest whatsoever in

respect of the others units in the Project.

In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Owner/Vendor and the Developer/Confirming Party shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it in its absolute discretion (provided the same are not contrary to the terms and conditions of the Deeds of Conveyance in favour of the Unit Owners including the Purchaser/s herein), without any reference or objection of the Purchaser/s. The Purchaser/s hereby consent/s to the same and undertake/s not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

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

The Purchaser/s shall be entitled **TO HAVE AND TO HOLD** the said space hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser/s absolutely and forever in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit/Space Owners and/or of the Landowners/Promoter.

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

3. COVENANTS OF THE OWNERS/VENDORS AND THE PROMOTER/DEVELOPER:

The Owners/Vendors and the Promoter/Developer hereby covenant with the Purchaser/s that they:

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

The Owner/Vendor hereby covenants with the Purchaser/s that the Promoter/Developer/Confirming Party is lawfully entitled to develop the said Project and to transfer its rights in respect of the said space.

The Owners/Vendors and the Promoter/Developer hereby further covenants with the Purchaser/s that the Owners/Vendors and the Promoter/Developer have received payment of **Rs. _____/-(Rupees _____) Only** and acknowledge the receipt thereof in the **MEMO OF CONSIDERATION** hereunder written.

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

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

4. COVENANTS OF THE PURCHASER/S :

The Purchaser/s agrees, undertakes and covenants to:

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

the same under any circumstances;

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

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

5. POSSESSION:

At or before the execution of this Deed, the Purchaser/s herein confirms that he/she/they has/have independently satisfied himself/herself/themselves about the right, title and interest

of the Owners/Vendors and the Promoter/Developer in the Said Premises, the Plans and the constructions, including the quality and specifications thereof, the super built up area, the covered area and the carpet area of the said space, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Building, the Common Areas and the said space and has/have agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the said space has been handed over by the Owners/Vendors and the Promoter/Developer to the Purchaser/s, which the Purchaser/s admit/s, acknowledge/s and accept/s.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(SAID PREMISES)

ALL THAT piece or parcel of **Bastu land** measuring an area about **30 (Thirty) Cottahs** equivalent to **21600 Sq.ft. (Twentyone Thousand Six Hundred)** more or less (**including common passage having an area about 3867.2 Sq.ft.**) more or less (11 Cottah 4 Chittack equivalent to 8100 Sq.ft. more or less under R.S. Dag No. 5918 & 18 Cottah 12 Chittack equivalent to 13500 Sq.ft. more or less under R.S. Dag No. 5919) **TOGETHER WITH** a **(G+V) storied Mercantile Building** consisting of several commercial spaces/portions and car parking spaces (**UNDER CONSTRUCTION**), all comprised under J. L. No. 1, Touzi No. 173, Sheet No.15, C.S. Dag No. 5918 corresponding to R.S. Dag No. 5918, C.S. Dag No. 5920 corresponding to R.S. Dag No. 5919, C.S. Khatian Nos. 1624, 1625 corresponding to R.S. Khatian Nos. 2155, 2156 within **Mouza Ariadaha** Kamarhati, Block Barrackpore-II, Police Station Belghoria, Kolkata 700 057, District North 24-Parganas, West Bengal within the limits of the **Kamarhati Municipality** having **Old Holding Nos. F-65/1/3, F-65/3, F-65/4, F-65/5 & F-65/6, New Holding No.F-65/6 (after amalgamation) under Premises No. 7, Mahesh Mukherjee Feeder Road, Ariadaha, Ward No.11, Kolkata 700 057 Police Station Belghoria, Post Office Ariadaha**, comprised under **Mouza Ariadaha Kamarhati, J.L. No. 1, Touzi No. 173, Sheet No.15**, comprised in **R.S. Dag No. 5918, 5919**, under **R.S. Khatian Nos. 2155, 2156**, District North 24-Parganas under the local limit of **Kamarhati Municipality TOGETHER WITH** 16' Ft. wide common passage on the Eastern portion of the said property **TOGETHER WITH** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Owners in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

The said land is butted and bounded as under:

- On the North : By M. M. Feeder Road;
- On the South : Partly by land of Survi Agarwal under Holding No. F-65/1 and partly by land of Lalita Devi Agarwal under Holding No.F-65/2, both under C. S. Dag Nos.5918, 5920;
- On the East : By 16' Ft. wide common passage under C.S. Dag No. 5920;
- On the West : By land under C.S. Dag No.5916.

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

Part-II

(DEVOLUTION OF TITLE)

WHEREAS:

- A.** By virtue of an **Indenture (Deed of Partition)** made on **2nd day of January, 1959** between (1) Bhagawan Das Shaw, son of Late Kanhaiyalal Shaw, therein referred to as the First Party of the First Part, (2) Bandi Prasad Shaw, son of Bhagawan Das Shaw, therein referred to as the Second Party of the Second Part, (3) Ganga Prasad Shaw, son of Bhagawan Das Shaw, therein referred to as the Third Party of the Third Part, (4) Lachmi Prasad Shaw, son of Bhagawan Das Shaw, therein referred to as the Fourth Party of the Fourth Part and (5) Jamuna Prasad Shaw, son of Bhagawan Das Shaw, therein referred to as the Fifth Party of the Fifth Part, all of 177, Muktaran Babu Street, Calcutta, and **registered in the Office of the Registrar of Assurances, Calcutta, and recorded in Book No.I, Volume No. 69, Pages 189 to 214, Being No. 2187 for the year 1959**, the said Bandi Prasad Shaw was allotted several properties including **ALL THAT** piece or parcel of **Premises No. 7, Feeder Road, Ariadaha** in the District of 24-Parganas (a) All that piece or parcel of Ryoti Mokarari interest in land with trees and structures thereon allotted to Sri Bandi Prasad Shaw as delineated in the partition plan thereto annexed and marked (W) therein coloured in light green and marked Lot "A" comprising portion of C.S. Dag Nos. 5916 and 5917 of Khatian No. 878, Touzi No. 173, Mouza Ariadaha, Kamarhati, Police Station Baranagar, Sub-Registry Cossipore, Dum Dum, District 24-Parganas and containing an area of 2 Bighas 9 Cottahs 4 Chittacks and 35 Sq.ft. more or less and butted and bounded on the North by Feeder Road, on the East by 3 feet wide drain beyond which are the lands under C.S. Dag Nos. 5918 and 5920, on the South by the land under C.S. Dag No. 5946 and on the West by the lot allotted to Ganga Prasad Shaw, Annual Khazna of Rs.1/12, payable in respect of entire dags to the Government of West Bengal proportionate Khazna Rs.0.77 and (b) **ALL THAT** piece or parcel of land hereditaments and premises with structures standing thereon allotted to Sri Bandi Prasad Shaw as delineated in the partition plan hereto

annexed and marked (X) therein coloured in light green and marked lot A comprising a portion of C.S. Dag No. 5919 and 5920, Khatian No. 1625 and the entire C.S. Dag No. 5918, Khatian No. 1624, Touzi No. 173, Mouza Ariadaha Kamarhati, Police Station Baranagar, Sub-Registration Cossipore, Dum Dum, District 24-Parganas containing an area of 2 Bighas 0 Cottahs 7 Chittacks and 32 Sq.ft. more or less and butted and bounded on the North by municipal drain beyond which is Feeder Road on the East by 16' Ft. wide common passage on the South by lot allotted to Ganga Prasad Shaw and on the West by land under C.S. Dag No. 9916, Annual Khazna in respect of Dag No. 5920 and 5933 is Rs.6.81 N.P. and in respect of Dag No. 5918, 5919 and 5931 Rs.1.69 N.P. payable to the State of West Bengal proportionate Khazna will be Rs.1.57 N.P.

TOGETHER WITH all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the erstwhile owner/s in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- B.** By virtue of a **Deed of Partition** made on **2nd day of August, 1986** between (1) Bandi Prasad Shaw, son of Late Bhagwan Das Shaw, therein referred to as the First Party of the First Part, (2) Smt. Munnar Debi, wife of Bandi Prasad Shaw, therein referred to as the Second Party of the Second Part, (3) Bharat Kumar Jaiswal, son of Bandi Prasad Shaw, therein referred to as the Third Party of the Third Part, (4) Madan Kumar Jaiswal, son of Bandi Prasad Shaw, therein referred to as the Fourth Party of the Fourth Part, (5) Smt. Shanti Debi Jaiswal, wife of Late Badri Prasad Jaiswal, (6) Sushil Kumar Jaiswal, (7) Sunil Kumar Jaiswal, (8) Subodh Kumar Jaiswal, all sons of Late Badri Prasad Jaiswal and (9) Smt. Sulekha Gupta, wife of Navin Gupta and daughter of Late Badri Prasad Jaiswal, all (5) to (9) therein collectively referred to as the Fifth Party of the Fifth Part, all (1) to (9) of 195A, Mukhtaram Babu Street, Calcutta and **registered in the Office of the Registrar of Assurances, Calcutta, and recorded in Book No. I, Volume No. 349, Pages 363 to 395, Being No. I-14354 for the year 1986,** the said Madan Kumar Jaiswal was allotted **LOT "D"** i.e. **ALL THAT** the undivided half share in **Premises No. 7, Mahesh Mukherjee Feeder Road** comprising portion of C.S. Dag Nos. 5918 and 5920 at Khatian Nos. 1624 and 1625 respectively, Touzi No. 173, Mouza Ariadaha, Police Station Baranagar, Sub-Registry Cossipore Dum Dum, District 24-Parganas containing an area of 2 Bighas 0 Cottah 7 Chittacks and 32 Sq.ft. more or less and butted and bounded on the North by Municipal drain beyond which is Mahesh Mukherjee Feeder Road on the East by 16 ft wide common passage on the South by the land belonging to Ganga Prasad Shaw and on the East by the land under C.S. Dag No. 5916, morefully described in the Fifth Schedule thereunder written, hereinafter referred to as the **"LARGER PROPERTY"**.
- C.** By virtue of the following registered deeds, the said Suravi Devi Agarwal, Manish Agarwal, Ekta Devi Agarwal, Mohit Agarwal and Mohanlal Agarwal became lawful owners and jointly seized and possessed of their respective lands together with R.T. Sheds, all comprised under J. L. No. 1,

Touzi No. 173, Sheet No.15, C.S. Dag No. 5918 corresponding to R.S. Dag No. 5918, C.S. Dag No. 5920 corresponding to R.s. Dag No. 5919, C.S. Khatian Nos. 1624, 1625 corresponding to R.S. Khatian Nos. 2155, 2156 within Mouza Ariadaha Kamarhati, Block Barrackpore-II, Police Station Belghoria, Kolkata 700 057, District North 24-Parganas, West Bengal within the limits of the Kamarhati Municipality having **Holding No. F-65** being a portion of **Municipal Premises No.7, Mahesh Mukherjee Feeder Road, Ward No.11 TOGETHER WITH** 16' Ft. wide common passage on the eastern portion of the said property **TOGETHER WITH** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever along with other lands, hereinafter referred to as the "**ENTIRE PROPERTY**":

Deed Details	Parties to the Deed	Property details
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 093, Pages 133 to 160, Being No. I-4831 for 2000.	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Suravi Devi Agarwal, wife of Manish Agarwal (Purchaser).	C.S. Dags : 5918, 5920 C.S. Khatian : 1624, 1625 Land Area:5K-13CH-6SFT(4191 Sq.ft.)
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 122, Pages 368 to 375, Being No. I-6384 for 2000.	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Manish Agarwal, son of Mohan Lal Agarwal(Purchaser).	C. S. Dags : 5918, 5920 C.S. Khatian: 1624, 1625 Land Area:5K-13CH-25SFT(4210Sq.ft.)
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 123, Pages 349 to 356, Being No. I-6385 for 2000.	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Smt. Ekta Devi Agarwal, wife of Mohit Agarwal(Purchaser).	C.S. Dags : 5918, 5920 C.S. Khatian: 1624, 1625 Land Area:5K-12CH-33SFT(4173Sq.ft.)
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas,	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor)	C.S. Dags : 5918, 5920 C.S. Khatian: 1624, 1625

Barasat, and recorded in Book No. I, Vol. No. 123, Pages 357 to 366, Being No. I-6386 for 2000.	and Mohit Agarwal, son of Mohan Lal Agarwal(Purchaser).	Land Area:5K-11CH-35SFT(4130Sq.ft.)
Deed of Sale dated 14.05.1999, registered at DSR-I, North 24-Parganas, Barasat, and recorded in Book No. I, Vol. No. 123, Pages 367 to 374, Being No. I-6387 for 2000.	Madan Kumar Jaiswal, son of Late Bandi Prasad Shaw (Vendor) and Mohan Lal Agarwal, son of Bansidhar Agarwal (Purchaser).	Dags : 5918, 5920 Khatian : 1624, 1625 Land Area:5K-9CH-38SFT(4043Sq.ft.)

- D.** After purchase of the entire property, the said Suravi Devi Agarwal, Manish Agarwal, Ekta Devi Agarwal, Mohit Agarwal and Mohanlal Agarwal got their respective names mutated before the Kamarhati Municipality in respect of the entire property being **Premises No.7, M. M. Feeder Road, Kolkata 700 057, Ward No.11** under separate Holding Numbers in the following manner:

Name of Owner	Holding Number
Suravi Devi Agarwal	Holding No. F-65/1
Manish Agarwal	Holding No. F-65/5
Ekta Devi Agarwal	Holding No. F-65/4
Mohit Agarwal	Holding No. F-65/6
Mohan Lal Agarwal	Holding No. F-65/3

- E.** By virtue of the following registered Deed of Gift, the said Mohan Lal Agarwal transferred the portion of Holding No. F-65/3, M. M. Feeder Road, Kolkata unto and in favour of the said Mohit Agarwal absolutely and forever in consideration of natural love and affection:

Deed Details	Parties to the Deed	Property details
Deed of Gift dated 23.02.2018, registered at ARA-IV, Kolkata, and recorded in Book No. I, Vol. No.1904-2018, Pages	Mohan Lal Agarwal, son of Late Bansidhar Agarwal (Donor) and Mohit Agarwal, son of Mohan Lal Agarwal (Donee).	C.S. Dags: 5918, 5920 C.S.Khatian:1624, 1625 Land Area: 4043 Sq.ft.

97491 to 97511, Being No. I-190402017 for 2018.		
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- F.** While seized and possessed of the portion of entire property, the said Mohit Agarwal died testate on 3rd May, 2019 leaving behind himself surviving his legal heirs namely, (1) Smt. Ekta Agarwal (Wife), (2) Sri Utkarsh Agarwal (Son), (3) Lalita Devi Agarwalla (Mother), and consequent upon his death, his legal heirs inherited, entitled to and became co-owners of the portion of the entire property left by the deceased as per the Hindu Law of Succession.
- G.** During lifetime of the said Mohit Agarwal (since deceased) made and published his last will and testament on 28th day of December, 2018, giving, devising and bequeathing thereby all his movable and immovable assets including the First Schedule property hereunder written unto and in favour of his son, Utkarsh Agarwal, who is also the Sole Executor to the Estate of Mohit Agarwal.
- H.** The said Utkarsh Agarwal applied for grant of probate registered under Probate Case No.21 of 2020 before the Learned Court of Chief Judge, City Civil Court, Kolkata, but since grant of probate was pending before the Learned Court, shares of the portion of entire property left by the deceased were distributed amongst legal heirs of Late Mohit Agarwal in equal share.
- I.** Amidst such situation, the said (1) Utkarsh Agarwal, (2) Ekta Devi Agarwal, (3) Lalita Devi Agarwalla, (4) Manish Agarwal and (5) Surbhi Agarwal @ Suravi Devi Agarwal, all being the owners of the entire property, jointly decided to sell a portion out of the entire property to any intending purchasers.
- J.** By a **Deed of Conveyance dated 8th day of December, 2021** made between (1) Sri Utkarsh Agarwal, (2) Smt. Ekta Devi Agarwal, both (1) & (2) son and wife respectively of Late Mohit Agarwal, (3) Smt. Lalita Devi Agarwalla, wife of Late Mohan Lal Agarwal, (4) Sri Manish Agarwal, son of Sri Mohan Lal Agarwalla @ Mohan Lal Agarwal and (5) Smt. Surbhi Agarwal @ Suravi Devi Agarwal, wife of Sri Manish Agarwal, all of 24, Girish Avenue, Kolkata 700 003, therein jointly referred to as the Vendors of the One Part and (1) M/s. Dakshineswar Properties, (2) M/s. Tirupati Properties, both Partnership Firms having their office at 153/1/A, S. M. Bose Road, Kolkata 700 114 and both represented by its Authorised Signatory/Partner, Sri Sanjay Kumar Kothari alias Sanjay Kothari, son of Late Jagdish Prasad Kothari of 9, Ashutosh Mukherjee Lane, Howrah 711 106, (3) M/s. Salasar Properties and (4) M/s. Ma Tara Construction, both Partnership Firms having their office at 153/1/A, S. M. Bose Road, Kolkata 700 114 and both represented by their Authorised Signatory/Partner, Sri Vikash Agrawal, son of Sri S. N. Agrawal of Ekta Residency, Flat No.3B, 174/A, Manicktala Main Road, Kolkata 700 054, therein jointly referred to as the Purchasers of the Other Part, and **registered in the Office of the**

Additional Registrar of Assurances, Kolkata, and recorded in Book No.I, Volume No. 1903-2021, Pages 554307 to 554363, Being No. 190314634 for the year 2021, the Vendors therein granted sold conveyed transferred alienated assured and assigned unto and in favour of the Purchasers therein Landowners herein at or for a consideration mentioned thereat subject to free from all encumbrances and vacant possession thereof absolutely and forever **ALL THAT** piece or parcel of Bastu land measuring an area about **30 (Thirty) Cottahs** equivalent to **21600 Sq.ft. (Twentyone Thousand Six Hundred)** more or less (including common passage having an area about 3867.2 Sq.ft.) more or less (11 Cottah 4 Chittack equivalent to 8100 Sq.ft. more or less under R.S. Dag No. 5918 & 18 Cottah 12 Chittack equivalent to 13500 Sq.ft. more or less under R.S. Dag No.5919), all comprised under J. L. No. 1, Touzi No. 173, Sheet No.15, C.S. Dag No. 5918 corresponding to R.S. Dag No. 5918, C.S. Dag No. 5920 corresponding to R.S. Dag No.5919, C.S. Khatian Nos. 1624, 1625 corresponding to R.S. Khatian Nos.2155, 2156 within Mouza Ariadaha Kamarhati, Block Barrackpore-II, Police Station Belghoria, Kolkata 700 057, District North 24-Parganas, West Bengal within the limits of the Kamarhati Municipality having **Holding No. F-65 (Old), F-65/1, F-65/3, F-65/4, F-65/5 and F-65/6 (All New)** being a portion of **Municipal Premises No.7, Mahesh Mukherjee Feeder Road, Ward No.11 TOGETHER WITH** 16' Ft. wide common passage on the eastern portion of the said property **TOGETHER WITH** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Landowners in the entire property and appurtenances and inheritances for access and user thereof, free from all encumbrances **OUT OF the Entire Property,** morefully described in the **FIRST SCHEDULE** hereunder written, (hereinafter referred to as the "**SAID PROPERTY**").

- K.** After such purchase, the Landowners herein jointly applied for mutation of their respective names before Kamarhati Municipality on **30th day of December, 2021,** and accordingly, upon considering their applications for mutation, the Kamarhati Municipality recorded their respective names in respect of the said property under five separate **Holding Nos. F-65/1/3, F-65/3, F-65/4, F-65/5 & F-65/6, all under Premises No.7, Mahesh Mukherjee Feeder Road, Ariadaha, Ward No.11, Kolkata 700 057,** and thereafter, amalgamated five separate Holding Numbers into **single Holding No. F-65/6 as per Amalgamation Certificate under Sl. No.A/000065 issued on 29th day of January, 2022 by the Kamarhati Municipality,** and paying rates and taxes on regular basis.
- L.** Now, the Vendors/Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to the said premises and paying rates and taxes on regular basis.

THE SECOND SCHEDULE ABOVE REFERRED TO:**PART I****(SAID SPACE)**

- (a) The Said Space, being **Commercial/Semi-Commercial Space No.**_____ on the _____ **floor** having super built up area of _____ Sq.ft. corresponding to Covered area of _____ Sq.ft. corresponding to Carpet area of _____ Sq.ft. more or less, maintenance chargeable area of _____ square feet, more or less, in the building named " _____", constructed on the said premises, The layout of the Said Space is delineated in **RED** colour on the Plan annexed hereto;
- (b) The Said open parking space, being the right to park one private vehicle in **parking No. _____ for a medium sized** car in the ground Floor of the Said building and/or the open space at the ground level of the Said building;
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Schedule below, as be attributable and appurtenant to the Said Space, subject to the terms and conditions of this Agreement; and
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Space.

THE THIRD SCHEDULE ABOVE REFERRED TO:**(COMMON PORTIONS)**

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusively for its use).
4. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any space/portion and/or exclusively for its use).
5. Staircase and staircases landings on all the floors, entrance lobby, corridors.
6. Water supply system, water pump & motor, water reservoir together with all common plumbing installation for carriage of water in the said building.
7. Lift, lift well etc.

8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units/spaces in common by the co-owners.
9. Land underneath the proposed building.
10. Common toilet, security room.

THE FOURTH SCHEDULE AS REFERRED TO HEREINABOVE:

[PURCHASER'S COVENANTS]

PART-I

(SPECIFIC COVENANTS)

1. The Purchaser/s shall not:

- 1.1** Injure, harm or damage the Common Portions or any of the other Units/Spaces/Blocks by making any alterations or withdrawing any support or otherwise;
- 1.2** Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Common Portions, save at the places earmarked therefor by the Promoter/the FMC;
- 1.3** Do or permit anything to be done which is likely to cause nuisance or annoyance to the Co-Owners and/or owners of any adjoining premises;
- 1.4** Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the said Space save at the places provided therefor and provided that the Purchaser/s may display a decent name-plate outside the main door of the said space;
- 1.5** Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the said space or the Common Portions which may be injurious or obnoxious to the other owners/occupiers of the said space or such articles which are so heavy as to affect or endanger the structure of the said space or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase;
- 1.6** Hang from or attach to the beams or the rafters of any part of the said space or any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the said space or any part thereof;

- 1.7** Do or cause to be done anything which may cause any damage to or affect the said space, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Co-Owners;
- 1.8** Affix, tamper or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the said space or other parts of the said building/premises, without approval of the Promoter/the FMC and in the event any wires are drawn directly to the said space from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Purchaser/s;
- 1.9** Affix any or install any antenna on the ultimate roof of the said space or any open terrace that may be part of any space or in its windows;
- 1.10** Hang or put any clothes in or upon the windows, balconies or any other portion of the said space which is visible from the outside or to outsiders;
- 1.11** Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
- 1.12** Install any air-conditioner, except in the approved places;
- 1.13** Affix or change the design or the place of the grills/shutter, the windows or the main door of the said space without having obtained the written approval of the Promoter/the FMC/ the Association, as the case may be;
- 1.14** Make any internal addition, alteration and/or modification in or about the said space save in accordance with the then existing Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Promoter/ the FMC;
- 1.15** Carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the said space, excepting between 10:00 a.m. to 6:00 p.m. and while carrying on such work to ensure that no annoyance or disturbance is caused to the resident of the said building in which the said space is situated;
- 1.16** Alter the outer elevation or colour scheme of the said building or the said space, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever or any of the Common Portions;
- 1.17** Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Commercial/Semi-Commercial Spaces or the building;
- 1.18** Claim any right of pre-emption or otherwise regarding any of the other space or any portion of the building/premises;

- 1.19** Restrict the full and unrestricted enjoyment of the **Easements** described in **FIFTH SCHEDULE** to any other owners/occupiers of the said building;
- 1.20** Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the said space or cause the premium for the insurance to be increased;
- 1.21** Claim partition of its undivided share in the land comprised in the Total Land attributable to the said space;
- 1.22** Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Owner/the Developer/the FMC/the Association, as the case may be.
- 2. The Purchaser/s shall:**
- 2.1** Maintain the building/block for the purposes, with the intent and object for which the same is constructed;
- 2.2** Assist the Vendor/Owner/Developer to form the Association of Co-Owners and strictly abide by all the Rules and Regulations of the Association so formed;
- 2.3** Co-operate and assist in all manner with the Vendor/Developer or the FMC/Association as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, generator and/or other installations and/or amenities in the building/block including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep the Vendor/Developer/Transferor and the FMC/the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Transferor or the FMC/Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Purchaser/s;
- 2.4** Maintain, at his/her/their own costs, the said space, if any, in the same good condition, state and order in which the same will be delivered to it, normal wear and tear accepted;
- 2.5** Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the said space owners or occupiers of multi storied buildings in the state of West Bengal; Pay the charges for electricity only relating to the said space and proportionately relating to the Common Portions, Facilities and Utilities;

- 2.6** Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the said space and after installation by **CESC Limited**, timely pay all charges and/or deposits to ensure that none of the other Co-Owners or the FMC/Association is hindered in any manner for any non-payment or untimely payment;
- 2.7** Pay the proportionate rates, charges and fees of the municipal authority or the panchayat till such time the said space is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Co-Owners or the FMC/Association is hindered in any manner for any none or untimely payment;
- 2.8** Pay such further Deposits as be required by the Vendor/Owner/Developer from time to time in respect of maintenance of the said building;
- 2.9** Pay, within 7 (seven) days of being called upon to do so, the proportionate Maintenance Charges mentioned in **PART-IV** of this **SCHEDULE** as also all other outgoings related to the said space, the Block and the said building including proportionate expenses relating to the replacement of any equipment;
- 2.10** Keep the said space and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner;
- 2.11** Maintain and be responsible for the structural stability of the said space and not to do any act, matter or thing which may affect the structural stability of the Block;
- 2.12** Use the said space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved;
- 2.13** Sign such forms, give such authorities and render such co-operation as may be required by the Vendor/Owner/Developer or the FMC for common purposes and/or in the common interest and/or in way in pursuance thereof;
- 2.14** Pay, wholly in respect of the said space and proportionately in respect of the said building, all costs, charges and expenses as may arise due to any reason whatever provided that the Purchaser/s shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- 2.15** Allow the Vendor/Owner/Developer and/or the FMC/Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the said space for repairing purposes;
- 2.16** Ensure that the entirety of the building is maintained in a decent manner;

2.17 Pay, and hereby undertakes to pay such damages on demand as ascertained by the Vendor/Owner/Developer and/or the FMC/Association for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;

2.18 Observe, perform and comply with the conditions mentioned in other parts of this **SCHEDULE**.

Part-II

[ASSOCIATION]

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

Part-III

[MANAGEMENT & MAINTENANCE]

- 1.** Initially the Vendor/Developer shall manage and maintain the said building, the said building and the Common Portions. Once the Association/FMC is formed, the Vendor/Developer will hand over the charge of maintenance to the Association/FMC.
- 2.** All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to the Vendor/Developer/FMC, which shall be held by the Vendor/Developer/FMC in trust for the Co-owners.
- 3.** The Vendor/Developer/FMC shall function at the cost of the Co-owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.
- 4.** The Association/FMC shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "**COMMON PURPOSES**").
- 5.** The Deposits with the Vendor/Developer shall be made over to the Association/FMC by the Vendor/Developer upon its formation, which shall be utilized by the Association/FMC only for

the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.

6. The Vendor/Developer/FMC shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**OUTGOINGS**") for the concerned Block and the said building, which are not separately charged or assessed or levied on the Co-owners.
7. If the Vendor/Developer/FMC has to make any payments, including the Outgoings, out of the deposits kept with it due to any default of the Purchaser(s), then the Purchaser(s) shall pay such amount within 7 (seven) days of payment by the Vendor/Developer/FMC.
8. The Purchaser(s) shall make all deposits or payments, called upon to do so by the Vendor/Developer/FMC within 7 (seven) days of the due date or of receiving demand in writing for the same.
9. In case of default by the Purchaser/s in making Payments as aforesaid he/she/they shall be liable to make payments together with Penalty and Interest as fixed by the Vendor/Developer/FMC, as the case may be.

Part-IV

(MAINTENANCE CHARGES)

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

1. The costs and expenses relating to the said building shall be borne by all the Co-owners in such shares as the Vendor/Developer/ FMC may decide;
2. The expenses for maintenance, operation, renovation etc. shall be borne and paid by the Co-owners to the extent and in the manner the Vendor/Developer/FMC may decide;
3. The expenses shall *inter-alia* include the following:
 - 3.1 **Maintenance:** All expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing:
 - (a) The lawns, the passage-ways, drive-ways and the other open areas in the said building meant for common user of all the Co-owners;
 - (b) The lighting of the Common Areas of the said building;
 - (c) All the equipments in the Service Zone;

- (d) The structure of the said building and its roof, foundations and walls, the plumbing in the said building and those connected to the said building, the pathways, approach roads and the Parking Spaces within the said building;
- (e) Plantation of trees and maintaining the garden, supplying of round the clock water;
- (f) Generator and pumps;

3.2 Staff: The salaries, emoluments and all other financial benefits of the persons to be employed by the Vendors/Developer/FMC for managing and maintaining the Common Areas and Facilities and Utilities of the said building.

3.3 Operational: All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.

3.4 Insurance: Costs towards payment of premium for insuring the said building and the facilities and the utilities in the Service Zone.

3.5 Fire Fighting: Cost of operating the firefighting equipments and personnel including costs of renewal of N.O.C. from the West Bengal Fire Service as and when necessary.

3.6 Rates, taxes and other outgoings: All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the said premises as cannot be allocated to any particular Co-Owner of any of the said space.

3.7 Reserves: Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Maintenance Charges.

3.8 Generator Expenses : Cost of operating the Generator, if any.

3.9 Others:

- a) Litigation expenses that may have to be incurred for the Common Purposes.
- b) Expenses incurred to maintaining all the Parking Areas and terraces in the said building.
- c) All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.

3.10 Default: In case the Purchaser/s defaults in making any payment or deposit to the Vendor/Developer/FMC within the time stipulated therefor (hereafter the "**DEFAULT AMOUNT**"), the Vendor/Developer/FMC shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser/s till the Amount is in arrears and the Vendor/Developer/FMC shall further be entitled to charge interest thereon @ 2% (Two per cent) per month or part, compoundable monthly, till the Default Amount including damages

suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid.

- 3.11 Charge:** The liability for any amount becoming due and payable however shall be a charge on the said space and shall remain so until remittance in full thereof is made.
- 3.12** Applicable service tax on the maintenance services and/or otherwise shall have to be borne and paid by the Co-owners proportionately for their respective apartments/flats.

Part-V

[MUTATION, TAXES AND IMPOSITIONS]

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

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

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

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

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

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

Owners/Vendors
[First Part]

Developer/Confirming Party
[Second Part]

Purchaser/s
[Third Part]

Witnesses:

1)	2)
Signature : _____	Signature: _____
Name : _____	Name : _____
Address : _____	Address : _____
_____	_____
_____	_____

Drafted by :

RECEIPT AND MEMO OF CONSIDERATION

The Developer confirms having received from the Purchaser/s the following amount/s towards full consideration in respect of cost of the said space consisting of the said commercial/semi-commercial space being the **SECOND SCHEDULE** property hereinabove written.

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

Developer

Witnesses:

1.

2.