

THIS DEED OF CONVEYANCE executed on thisday of....., **TWO THOUSAND TWENTY FIVE**

BY AND BETWEEN

WONDERLAND DISTRIBUTORS PVT LTD (PAN No. AAACW8062F) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No.10/4B Lala Lajpat Rai Sarani (formerly Elgin Road) , Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore and represented by its Director **SHRI PRADIP KUMAR JAIN (PAN No. ACQPJ7832H) (AADHAR NO. 9820 7159 6858)** son of Hiralal Jain of No. 10/4B Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its nominee and/or nominees successor and/or successors in office/interest and assigns) of the **FIRST PART;**

AND

(1) ARIJIT MITTRA (PAN No. ADMPPM4395D) (AADHAR NO. 8861 5384 9436) son of Late Salil Kumar Mittra residing at No. 34/1 Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore **AND (2) ANANJAN MITTER (PAN No. AFCPM6223L) (AADHAR NO. 8871 6673 1952)** and **(3) NILANJAN MITTER (PAN No. AFMPM7352N) (AADHAR NO. 2282 0211 3031)** both sons of Malay Kumar Mitter all residing at No. 34/1 Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700020 P.S. Bhowanipore P.O. Bhowanipore represented by their constituted attorney **SHRI PRADIP KUMAR JAIN (PAN No. ACQPJ7832H) (AADHAR NO. 9820 7159 6858)** son of Hiralal Jain of No. 10/4B Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND**

PART;

AND

[If the Allottee is a company]

....., (CIN no.....) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at....., (PAN.....), represented by its authorized signatory,, (Aadhaar no.....) duly authorized vide board resolution dated, hereinafter referred to as the **'ALLOTTEE'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART.**

[OR]

[If the Allottee is a Partnership]

_____,
a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at,(PAN.....) represented by its authorized partner, (Aadharno.....) authorized vide,hereinafter referred to as the **'ALLOTTEE'** (which expression shall unless repugnant to the context or meaning thereof 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 Allottee is an Individual]

....., son of_.....(**INCOME TAX PAN**, (**AADHAAR NO**.....), by faith Hindu, by nationality Indian, by occupation business and at

present residing at,hereinafter referred to as he '**ALLOTTEE**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **THIRD PART**

[OR]

[If the Allottee is a HUF]

Mr....., (Aadhaar no.....), son of,aged about for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/residence at_____,(PAN_____), hereinafter referred to as the '**ALLOTTEE**'(which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees)of the **THIRD PART**.

In this agreement wherever the context so permits

- a) the Developer/Owner No.1/ Owner No.2/Owner No.3 and the Allottee are collectively referred to as the 'parties' and individually as a 'party'
- b) the said Arijit Mitra is referred to as the Owner No.1, the said Ananjan Mitter is referred to as the Owner No.2 and the said Nilanjan Mitter is referred to as the Owner No.3 and collectively referred to as the OWNERS

WHEREAS:-

- A) One Arun Kumar Mitter (since deceased) son of Late Sir Provash Chandra Mitter (hereinafter referred to as the DECEASED) during his lifetime amongst others was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Municipal Premises No. 22/1A, 22/1B, 22/1C , 22/1D and 22/1E Chakraberia Road (South) Kolkata 700 025 containing in aggregate an area of 18 cottahs 12 chittacks and 34 sq. ft. (more or less) together with the structures standing thereon (hereinafter referred to as the said **LARGER PROPERTIES** more fully and particularly described in **PART I** of the **FIRST SCHEDULE** hereinafter written).
- B) The said Arun Kumar Mitter died testate on 9th January 1988 after having made and published his Last Will and Testament dated 30th January 1983 (hereinafter referred to as the said WILL) and by and under the said Will the said deceased gave bequeathed and devised the said Larger Properties unto and in favour of the Owners herein whereby the Owner No.1 became entitled to undivided half share or interest into or upon the said Larger Properties and the Owner No.2 jointly became entitled to the remaining undivided half share or interest into or upon the said Larger Properties in equal shares.
- C) In pursuance of an application for Probate filed in the Court of the Additional District Judge, 9th Court, Alipore 24 Parganas (South) being Matter No. OS 1/91 probate in respect of the said Will was granted on 17th March 2004 in favour of Salil Kumar Mitra, Malay Kumar Mitter and Dr. Monoj Pal being the Executors appointed under the said Will. The Estate of the said Deceased has been fully administered and as such the Owners became entitled to the entirety of the Larger Properties each one of them being entitled to the following undivided share or interest into or upon the said Properties :
- | | | |
|-----------------|---|-----|
| Arijit Mitra | - | 50% |
| Ananjan Mitter | - | 25% |
| Nilanjan Mitter | - | 25% |

- D) By and under the said Will the said deceased bequeathed the entirety of the said property to his grand nephews Arijit Mitra, Ananjan Mitter and Nilanjan Mitter subject to the following : “My executors and Trustees will out of the income of my property being Premises No.22/1E Chakraberia Road (South) pay the following legacies and annuities :
- i. Rs. 100/- per month to the aforesaid Smt. Priti Ghosh wife of Sri Sisir Ghosh during the time of her natural life
 - ii. Rs. 100/- per month to the aforesaid Smt. Manju Ghose wife of Sri Tarun Ghose during the time of her natural life
 - iii. Rs. 100/- per month to the aforesaid Smt. Dipti Pal wife of Dr. Manoj Pal during the time of her natural life
- E) By a Deed of Assent dated 31st March 2005 registered at the office of the Additional Registrar of Assurances-1, Kolkata Being Deed No. 02645 for the year 2005 the said Executors assented to the Transfer and vesting of the Larger Properties in favour of the legatees namely the Owners herein.
- F) The said Smt. Manju Ghosh died on 10th December 2003 and the said Smt. Priti Ghosh died on 25th February 2004. The said Smt. Dipti Pal also died on 18th June 2008 and consequent to their respective deaths their respective right title interest into or upon the said Larger Properties which they became entitled to by virtue of the said Will stood extinguished.
- G) In the events as recited hereinabove the Owners thus became entitled to the entirety of the said Larger Properties.
- H) A part of Municipal Premises No. 22/1E Chakraberia Road (South) Kolkata 700 025 containing by estimation an area of 2 cottahs 06

chittacks and 05 sq. ft.(more or less) is presently under the occupation of a Petrol Pump (hereinafter referred to as the PETROL PUMP AREA)

- I) The entirety of the said Larger Properties including the said Petrol Pump Area was in occupation of various persons (hereinafter referred to as the OCCUPANTS)
- J) With the intent of undertaking the development of the said Larger Properties, the Owners entered into an agreement dated 9th March, 2010 whereby the Developer became entitled to undertake development of the said Larger Properties on terms and conditions contained and recorded in the said Agreement dated 9th March, 2010.
- K) Subsequent to the said Development Agreement dated 9th March, 2010 it was agreed between the parties that the said petrol pump area would be separated and consequent to separation of the said Petrol Pump Area it was agreed that the right of development shall remain restricted to the remaining part or portion of the said Larger Properties containing by estimation an area of 16 cottah 6 chittacks 29 sq. ft (more or less) and accordingly the Owners and the Developer entered into a supplemental Agreement dated 3rd July, 2013 (hereinafter referred to as the SUPPLEMENTARY AGREEMENT)
- L) The Said Development Agreement dated 9th March 2010 and the said Supplemental Agreement dated 3rd July 2013 are collectively referred to as the PRELIMINARY AGREEMENT)
- M) Subsequent to the said Preliminary Agreement the said Petrol Pump Area has since been numbered as Municipal Premises No. 22/1E Chakraberia Road(South) Kolkata and the remaining part or portion of the said Larger Properties has since been numbered as Municipal Premises No.22/1A Chakraberia Road(South) Kolkata 700025

(hereinafter referred to as the said **PROPERTY/PREMISES** more fully and particularly mentioned and described in **PART II** of the **FIRST SCHEDULE** hereunder written)

- N) In pursuance of the said Preliminary Agreements and in furtherance thereof the Developer :
- a) Negotiated with various persons then in occupation of various parts and portions of the said Larger Properties and obtained vacant possession upon payment of the amount of compensation
 - b) Caused the petrol pump area to be separated which has been numbered as municipal premises no. 22/1E Chakraberia Road (South) Kolkata 700 025 , P.S. Bhowanipore
 - c) Caused the rest of the said Larger Properties to be amalgamated which has been numbered as the municipal premises number 22/1A Chakraberia Road (South) Kolkata 700 025 , P.S. Bhowanipore
 - d) Caused a map or plan to be sanctioned by Kolkata Municipal Corporation being NO. 201908080053 dated 3rd December, 2019 (hereinafter referred to as the ORIGINAL PLAN) and being No. 2024080042 dated 26th July, 2024 (hereinafter referred to as the REVISED PLAN) the said Original Sanction Plan and the said Revised Sanction Plan are collectively referred to as the said **PLAN** whereby a new building is to be constructed at the said Premises comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
 - e) Paid to the Owners as and by way of Deposit a sum of Rs. 60,00,000/- (Rupees sixty lacs only) (hereinafter referred to as the

DEPOSIT AMOUNT) out of which a sum of Rs. 30,00,000/- (Rupees Thirty lacs only) had been paid to the Owner No.1 and a sum of Rs. 15,00,000/- (Rupees fifteen lacs only) each had been paid to the Owners No.2 & 3 thus aggregating Rs. 60,00,000/- (Rupees sixty lacs only)

- O) By an Agreement dated 17th December 2020 (hereinafter referred to as the FINAL DEVELOPMENT AGREEMENT) entered into by and between the DEVELOPER and the Owners and registered at the office of the Additional District Sub Registrar, South 24 Parganas in Book No. I Volume No. 1605-2020 Pages 128738 to 128789 Being No.160503614 for the year 2020 the Owners granted the exclusive and irrevocable right of development in respect of a part or portion of the said Larger Properties containing by estimation an area of 16 cottahs 06 chittacks and 29 sq. ft. (more or less) (hereinafter referred to as the said **PROPERTY/PREMISES** more fully and particularly mentioned and described in **PART II** of the **FIRST SCHEDULE** hereunder written) for the consideration and subject to the terms and conditions as stated therein.
- P) Initially the Developer had caused a map or plan to be sanctioned by Kolkata Municipal Corporation being NO. 201908080053 dated 3rd December, 2019 (hereinafter referred to as the **ORIGINAL PLAN**) whereby the Developer became entitled to construct erect and complete a new building at the said Premises comprising of ground plus 11 upper floors. Subsequently the Developer caused the said Original Plan to be revised and in accordance with the Building Rules of Kolkata Municipal Corporation the Developer was successful in causing a revised Plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No. 2024080042 dated 26th July 2024 (hereinafter referred to as the **REVISED PLAN**) whereby the Developer became entitled to construct erect and complete a new building at the said Premises comprising of ground plus 12 upper

floors (hereinafter referred to as the said **HOUSING PROJECT** and the said Original Sanction Plan and the said Revised Sanction Plan are hereinafter collectively referred to as the said **PLAN**).

- Q) The Developer had already registered the said Housing Project under the Real Estate (Regulation & Development) Act, 2016 and the West Bengal Real Estate Development Rules vide Registration No _____ and had also obtained a commencement Certificate for construction of the said Housing Project on the basis of the said Plan.
- R) Pursuant to the sanction of the said Plan, the Developer commenced the development of the said Housing Project comprising of ground plus 12 (twelve) upper floors commonly known as **ARIHANT ULTIMA** on the said Property/Premises being Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 (hereinafter referred to as **ARIHANT ULTIMA**)
- S) The Allottee/Purchaser applied for allotment of a residential Unit in the said Housing Project and in pursuance of such application the Developer, Owners and the Allottee have entered into a **SALE AGREEMENT** dated _____ duly registered with the Registrar of Assurances, Kolkata in Book No.I, Volume No___ Pages ____ to ____ and Being Deed No_____, wherein and whereby the Developer and the Owners have agreed to sell and transfer and the Allottee has agreed to purchase and acquire **ALL THAT** the **Unit No.** ____ on the _____ floor of the building commonly known as **ARIHANT ULTIMA** lying and situated at Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 (hereinafter referred to as the said **PROPERTY/PREMISES** morefully and particularly described in the **PART II** of the **FIRST SCHEDULE** hereunder written) containing by estimation an area of carpet area _____ sq ft. equivalent to Built-up area _____ sft. equivalent to _____ **sq. ft.** (super built-up area) (be

the same a little more or less) (hereinafter referred to as the said **UNIT**) and situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon **TOGETHER WITH** right to park in _____ Car Parking Space on the ground floor of the said Premises and **TOGETHER WITH** right to use and enjoy all common parts portions facilities and installations forming part of the said Housing Project (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETHER WITH** the undivided impartible variable proportionate share in the land comprised in the said premises attributable and/or allocable to the said unit (hereinafter collectively referred to as the said **UNIT / APARTMENT AND THE PROPERTIES APPURTENANT THERETO** and more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) for a total consideration of Rs. _____ (Rupees _____) and subject to the terms and conditions as stated therein.

- T) The Developer has completed the said housing project and/or part of the said housing project and has obtained a Completion Certificate/partial Completion Certificate from the Kolkata Municipal Corporation being CC No.
- U) The Allottee has made payment of the said consideration amount from time to time and the entire total consideration has been paid to the Developer along with all extras and deposits as defined herein and upon such payment has now requested the Developer to execute the Deed of Conveyance in respect of the said Unit in his/her/its favour.
- V)** On or before the execution of this Deed of Conveyance the Developer has represented and assured the Allottee/Purchaser as follows:-
- i. That the said Unit is free from all encumbrances, charges, liens, lispensens, attachments whatsoever and howsoever;

- ii. There are no litigations pending before any Court of law with respect to the said Premises
- iii. All approvals, licenses and permits issued by the competent authorities with respect to the Housing Project, are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Housing Project;
- iv. The Developer has the right to enter into this Indenture and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- v. The Developer has not entered into any agreement for sale or any other agreement /arrangement with any person or party with respect to the said Unit And The Properties Appurtenant Thereto which will, in any manner, affect the rights of Allottee under this Agreement;
- vi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said premises) has been received by or served upon the Developer in respect of the said Housing Project;
- vii. That the premises is not Waqf property.

W) At or before execution of this Deed the Allottee has fully satisfied himself/itself/herself as to:-

- i. The title of the Owner and the right of the Developer in respect of the said Premises;
- ii. The right of the Developer to transfer and/or sell the said Unit and the Properties Appurtenant Thereto in terms of this Deed;
- iii. Acknowledges that the right of the Allottee/Purchaser shall remain

restricted to the said Unit and the Properties Appurtenant Thereto and that the Allottee/Purchaser shall have no right over and in respect of the other parts and portions of the said Premises except the right to use common parts and portions, facilities and installations with the other Purchasers and occupiers;

- iv. Acknowledges that the terms and conditions of this Deed are fair and reasonable;
- v. Has obtained independent legal advice and the Advocates so appointed by the Allottee/Purchaser have also caused necessary searches/investigation of title to be made;
- vi. The Allottee/Purchaser agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing;
- vii. The Allottee/Purchaser has gone through all the terms and conditions set out in this Deed and has understood their respective obligations and rights detailed herein;
- viii. The Allottee/Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Housing Project.
- ix. The Allottee/Purchaser has fully satisfied himself/herself/itself as to the carpet area comprised in the said Unit;
- x. The Allottee/Purchaser is fully satisfied as to the structural stability of the said residential building;
- xi. Is fully satisfied as to the workmanship and also the materials which have been used in the said Unit and/or the said Housing Project where the said Unit is situated.
- xii. Has inspected the sanction plan whereby the Developer has become entitled to undertake construction of the said Housing Project.

xiii. That the acknowledgements assurances and confirmations as made by the Allottee/Purchaser in the said Sale Agreement shall remain binding upon the Allottee/Purchaser.

X) The Parties are desirous of recording the same in writing.

NOW THIS DEED OF INDENTURE WITNESSETH HERETO as follows:-

SECTION ONE – DEFINITIONS

1.1 In this Deed unless it is repugnant to or inconsistent with the subject or context the following expressions shall have the meanings assigned to them as under:

1. DEFINITIONS

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- i. **ACT** shall mean the Real Estate (Regulation & Development) Act, 2016.
- ii. **AGREEMENT** shall mean this agreement together with the schedules and annexure hereto and any other deed and/or document executed in pursuance hereof
- iii. **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- iv. **ASSOCIATION** shall mean the Association of Unit owners which may be formed by the DEVELOPER in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Developer for taking control of the common parts portions facilities and installations and for rendition of common services

- v. **ADVOCATES** shall mean Gaggar & Co LLP, Advocates of No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 appointed by the DEVELOPER, inter alia, for preparation of this agreement and the sale deed for transfer of the said unit.
- vi. **ARCHITECT** shall mean M/S. Raj Agarwal & Associates of No.8B Ryod Street, 1st floor, Kolkata 700 016 any other firm or architects appointed by the Developer.
- vii. **BALCONY** shall mean such extended part or portion of any particular unit which shall form an integral part of a particular unit.
- viii. **BOOKING AMOUNT** shall mean the application money paid to the DEVELOPER for booking of the said unit.
- ix. **CARPET AREA** means the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- x. **CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Allottee inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts portions facilities and installations
- xi. **COMMON PARTS, PORTIONS, FACILITIES AND INSTALLATIONS** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written)
- xii. **CAR PARKING SPACE/S** shall mean the car parking spaces to be allotted by the Developer to the intending purchasers either in the Multi Level Car Park if sanctioned by the authorities concerned or in the ground floor of the said building and shall also include the

car parking spaces in the open compound at the ground floor of the said premises as expressed or intended by the Developer in its absolute discretion for parking of motor cars

- xiii. **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Allottee for rendition of common services briefly described and without limitation is in the **SEVENTH SCHEDULE** hereunder written.
- xiv. **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said building for beneficial use and enjoyment of their respective Units.
- xv. **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Developer and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.
- xvi. **COMMON ROOF** shall mean a divided and demarcated portion of the ultimate roof as may be determined by the Developer which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the said building/s situated at the said premises and shall also include demarcated portion of the roof of the podium as well.
- xvii. **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- xviii. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the Housing Project and/or from the date of the notice of possession to the Allottee of the said Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the DEVELOPER to the Allottee to take possession of the said Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

- xix. **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the DEVELOPER shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the DEVELOPER plus fifteen days.
- xx. **DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- xxi. **EXTRA PAYMENTS** shall mean the amount required to be paid by the Allottee to the DEVELOPER apart from the total consideration amount as hereinafter appearing
- xxii. **FEDERATION / ASSOCIATION/HOLDING ORGANISATION** shall mean a federation of the society/condominium/company to be formed to manage and control the property, the common areas and amenities comprised in the said housing complex
- xxiii. **SAID BUILDING** shall mean the residential building comprising of ground plus 12 (twelve) upper floors commonly known as **ARIHANT ULTIMA** comprising of various self-contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.
- xxiv. **UNITS** shall mean independent and self-contained residential spaces and/or other constructed spaces built and constructed or intended to be built and constructed by the Developer at the said Premises capable of being exclusively held or occupied by a person and /or persons at the said Premises.
- xxv. **HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Unit as hereinafter stated
- xxvi. **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project

- xxvii. **HOUSING PROJECT** shall mean the residential building comprising of ground plus 12 (twelve) upper floors commonly known as **ARIHANT ULTIMA** constructed by the Developer at the said Property/Premises in accordance with the said Plan and to comprise of various self-contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.
- xxviii. **COMPLETION CERTIFICATE/ OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation certifying completion of the Housing Project and permitting the Unit owner to take possession of the Unit intended to be acquired by the Allottee
- xxix. **PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing being No. 201908080053 (Original Plan) dated 3rd December, 2019 and being No. 2024080042 (Revised Plan) dated 26th July,2024 shall include all modifications or variations as may be made by the Developer from time to time with prior sanction from the authorities concerned if required.
- xxx. **PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the **PART II** of the **FIRST SCHEDULE** hereunder written).
- xxxi. **ALLOTTEE** shall be deemed to mean and include :-
- a) In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
 - b) In case the Allottee be a Hindu Undivided family, then its Karta, cooperator or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.
 - c) In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners

of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

- d) In case the Allottee be a company, then its successors or successors-in-interest.
- e) In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

xxxii. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Units in the said building provided that where it refers to the share of the Allottee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)

xxxiii. **POSSESSION** shall mean the date on which possession is made over by the DEVELOPER to the Allottee after occupancy certificate is obtained

xxxiv. **READY TO MOVE IN** For the purpose of this part 'ready to move in possession' shall mean that the unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

xxxv. **SAID UNIT / APARTMENT AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT** the **Unit No.**

_____ on the _____ floor of the building commonly known as **ARIHANT ULTIMA** lying and situated at Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 (hereinafter referred to as the said **PROPERTY/PREMISES** morefully and particularly described in the **PART II** of the **FIRST SCHEDULE** hereunder written) containing by estimation an area of carpet area _____ sq ft. equivalent to Built-up area _____ sft. equivalent to _____ **sq. ft.** (super built-up area) (be the same a little more or less) (hereinafter referred to as the said **UNIT**) and situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon **TOGETHER WITH** right to park in _____ Car Parking Space on the ground floor of the said Premises and **TOGETHER WITH** right to use and enjoy all common parts portions facilities and installations forming part of the said Housing Project (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETHER WITH** the undivided impartible variable proportionate share in the land comprised in the said premises attributable and/or allocable to the said unit (hereinafter collectively referred to as the said **UNIT / APARTMENT AND THE PROPERTIES APPURTENANT THERETO** and more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written)

xxxvi. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Developer in its absolute discretion

xxxvii. **DEVELOPER** shall mean the said Party hereto of the First Part and shall include its successor and/or successors in office/interest and assigns

- xxxviii. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, main wires cables, conduits, tanks, and any other apparatus for the supply of water.
- xxxix. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards maintenance fund which shall be held by the Developer and after the possession is made over and upon formation of the Association the said amount shall be transferred by the Developer to such Association.
- xl. **SERVICE/MAINTENANCE CHARGES** shall mean the service /maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Developer and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Developer and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Developer and/or the Association in their absolute discretion.
- xli. **TERRACE** shall mean an open terrace attached to a particular Unit/Units and to form an integral part of such unit without any right of any other unit owners.
- xlii. **RULES** shall mean The West Bengal Real Estate (Regulation & Development) Rules, 2021.
- xliii. **TOTAL CONSIDERATION PRICE/PURCHASE PRICE** shall mean the total price agreed to be paid by the Allottee to the Developer in terms of this agreement.

SECTION TWO – RULES OF INTERPRETATION

- 2.1 In this Deed (save to the extent that the context otherwise so requires):-

- i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Purchaser in this Deed to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done .
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

- ix) The Schedules shall have effect and be construed as an integral part of this Deed.

SECTION THREE - SALE AND PURCHASE

3.1 THAT in consideration of the said Sale Agreement dated _____ AND in consideration of a sum of Rs _____ only of the lawful money of the Union of India well and truly paid by the Allottee/Purchaser to the DEVELOPER at or before the execution hereof (the receipt whereof the OWNER/DEVELOPER doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Allottee/Purchaser and also the said Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred) the owners do hereby sell transfer convey and/or release relinquish and disclaim all its right, title, interest into or upon **ALL THAT** the **Unit No.** _____ on the _____ floor of the building commonly known as **ARIHANT ULTIMA** lying and situated at Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 (hereinafter referred to as the said **PROPERTY/PREMISES** morefully and particularly described in the **PART II** of the **FIRST SCHEDULE** hereunder written) containing by estimation an area of carpet area _____ sq ft. equivalent to Built-up area _____ sft. equivalent to _____ **sq. ft.** (super built-up area) (be the same a little more or less) (hereinafter referred to as the said **UNIT**) and situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon **TOGETHER WITH** right to park in _____ Car Parking Space on the ground floor of the said Premises and **TOGETHER WITH** right to use and enjoy all common parts portions facilities and installations forming part of the said Housing Project (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETHER WITH** the undivided impartible variable proportionate share in the land comprised in the said premises attributable and/or allocable to the said unit (hereinafter collectively referred to as the said **UNIT / APARTMENT AND THE PROPERTIES**

APPURTENANT THERETO and more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) TOGETHER WITH the right to use the common areas installations and facilities in common with the other co-purchaser and the owners and the other lawful occupants of the said Residential Building BUT EXCEPTING AND RESERVING such rights easements quasi easements privileges reserved for any particular units and/or the Society and/or Association of Co-owners (morefully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) AND TOGETHER WITH all easements or quasi easements and provisions in connection with the beneficial use and enjoyment of the said Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and the described in the **FOURTH SCHEDULE** hereunder written) TO HAVE AND TO HOLD the said UNIT hereby sold transferred and conveyed and every part or parts or parts thereof unto and to the use of the Allottee/Purchaser SUBJECT TO the Rules and Restrictions (morefully and particularly mentioned and the and described in the **SIXTH SCHEDULE** hereunder written) and also subject to Purchaser making payment of the maintenance charges and other charges payable in respect of the said Unit and the Properties Appurtenant Thereto (morefully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) to the society and/or Association Holding Organisation.

SECTION FOUR – DEVELOPER’S/OWNERS COVENANTS

4.1 THAT notwithstanding any act deed or matter or thing whatsoever done by the DEVELOPER/OWNERS or executed or knowingly suffered to the contrary the DEVELOPER/OWNERS is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit and Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

4.2 THAT notwithstanding any act deed or thing whatsoever done as aforesaid the DEVELOPER/OWNERS now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Unit and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.

4.3 THAT the said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispendens debuttar or trusts made or suffered by the DEVELOPER/OWNERS or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the DEVELOPER/OWNERS.

4.4 THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Unit and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the DEVELOPER/OWNERS or any person or persons having or lawfully or equitably claiming as aforesaid.

4.5 THAT the Purchaser 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 DEVELOPER/OWNERS or any person or persons having or lawfully or equitably claiming as aforesaid.

4.6 AND FURTHER THAT THE DEVELOPER/OWNERS and all persons having or lawfully or equitably claiming any estate or interest in the said Unit or any part thereof through under or in trust for the DEVELOPER/OWNERS shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Unit and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

4.7 THAT the DEVELOPER/OWNERS has not any time done or executed

or knowingly suffered or been party to any act deed or thing whereby and where under said Unit hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

SECTION FIVE- PURCHASER'S COVENANTS

THE PURCHASER HEREBY COVENANTS WITH THE DEVELOPER / OWNERS as follows:-

5.1 THAT the Purchaser and all other persons deriving title under him/her/it shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Apartment and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said Housing Project.

5.2 THAT the Purchaser shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her name as the Purchaser and until Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Developer to the Developer and upon formation of the Association of the said Building to the said Association without raising any objection whatsoever.

5.3 THAT the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Unit and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of such Rates and Taxes to the Developer and shall also pay based on the estimates

for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year by the Developer and/or the Association as the case may be

5.4 To comply with and/or ensure compliance of the various compliances set out in the said agreement for sale.

SECTION SIX – OTHER COVENANTS

6.1 IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- i. THAT the Undivided share in the land hereby sold transferred and attributable to the said Unit shall always remain impartible.
- ii. THE right of the Purchaser shall remain restricted to the said Unit, the Car Parking Spaces and the right to use the common parts portions facilities and installations forming part of the said Housing Project more fully and particularly mentioned and described in the Third Schedule hereunder written.
- iii. The Purchaser shall observe all rules and regulations and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Housing Project and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)
- iv. The Purchaser shall obtain separate electricity meter for the said Unit in its/his/her name at his/her/its own cost/expenses and the Developer shall offer the necessary assistance. The PURCHASER agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

- v. The Purchaser further acknowledges that in the event of the Purchaser committing breach of any of the said rules and regulations or failing to make timely payment of the proportionate share of CAM Charges then and in that event the other CO-OWNERS will independently be entitled to enforce the same against the Purchaser.

SECTION SEVEN - POSSESSION

7.1 Simultaneously upon execution and registration of this Deed the Developer has put the Purchaser in possession of the said Unit (hereinafter referred to as the POSSESSION DATE) and on and from the said Possession Date the Purchaser has agreed that he/she/it shall:-

- i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Unit and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
- ii. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Developer and upon formation of the Association to such Association. The Purchaser acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other Apartment owners in the said building.

SECTION EIGHT – FORMATION OF ASSOCIATION

- 8.1 Immediately after the execution of this Deed or so soon thereafter the Developer shall form or cause to be formed an Association in accordance with the provisions of the West

Bengal Apartment Ownership Act 1972 (hereinafter referred to as the said Association) and the said Association shall be the representative body of the various CO-OWNERS and/or occupiers of the said Housing Project.

- 8.2 The PURCHASER/ALLOTTEE agrees to become a member of the said Association and agrees and undertakes to sign and execute all declarations papers deeds documents and instruments as may be necessary and/or required from time to time for the purpose of formation of the said Association and in the event of the Purchaser failing to sign and execute such declarations deeds documents and instruments the Developer as the constituted attorney of the Purchaser shall be entitled to sign and execute such all declarations deeds documents and instruments as may be necessary and/or required from time to time for and on behalf of the Purchaser and the Purchaser hereby consents to the same
- 8.3 Upon formation of the said Association the various common parts and portions of the said Housing Project as detailed out in the Third Schedule hereunder written shall automatically stand vested in the said Association without any further act deed or thing
- 8.4 The said Association in addition to taking control and management of the common parts and portions shall also remain responsible for rendition of common services subject to each of the CO-OWNERS and/or the other occupiers shall make payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES more fully and particularly mentioned and describe in the **SEVENTH SCHEDULE** hereunder written)

SECTION NINE – APPOINTMENT OF FACILITY MANAGEMENT COMPANY

9.1 Until such time the said Association is formed the Developer shall be liable to look after the common parts and portions, facilities and amenities and shall also remain liable for rendition of common services. The Developer shall provide such services by itself or shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Developer in its absolute discretion may deem fit and proper and the said FMC shall remain responsible for maintenance of the common parts and portions and for rendition of common services subject to the Purchaser making payment of the proportionate share of common area maintenance charges plus 15% of such CAM Charges as and by way remuneration of the FMC.

SECTION TEN -PAYMENT OF COMMON AREA MAINTENANCE CHARGES
(CAM CHARGES)

10.1 The Purchaser has agreed to regularly and punctually make payment of the proportionate share of Common Area Maintenance Charges (hereinafter referred to as the CAM CHARGES)

10.2 The said CAM Charges shall be paid on the Estimated amounts payable for each month and upon close of each financial if the total CAM Charges paid by the Purchaser is less than the Actual CAM Charges payable by the Purchaser then and in that event the Purchaser shall be liable to forthwith make payment of the deficit amount and in the event of the Purchaser making payment in excess of the Actual CAM Charges payable by the Purchaser the same shall be adjusted and appropriated in the CAM Charges payable by the Purchaser for the following year.

10.3 In the event of non-payment of such CAM Charges the Purchaser shall be liable to pay interest on the amounts lying in arrears at the rate of 12% per annum and this would be in addition to any other right which the Developer /FMC and/or Holding Organization may have for non-payment of such CAM Charges

**SECTION ELEVEN - CONSEQUENCES OF NON PAYMENT OF CAM
CHARGES**

11.1 The Purchaser acknowledges that regular and timely payment of the CAM Charges is a must, in as much as nonpayment thereof is likely to adversely affect the services in the said Housing Project and as such in the event of any default on the part of the Purchaser the other CO-OWNERS and/or occupiers shall be entitled to take an action against the Purchaser in the event of the Purchaser defaulting in making payment of such CAM Charges and in the event of the Purchaser committing default in making payment of CAM Charges and if such default shall continue for a period of three months then and in that event the Developer / FMC /Association Organization as the case may be shall be entitled to :

1. disconnect the supply of electricity
2. discontinue the supply of water
3. prevent the use of lift
4. discontinue Generator Services

and the same will not be restored until such time the Purchaser has made payment of all amounts lying in arrears together with interest at the rate of 15% per annum and such restoration fees as may be determined by the Developer and/or FMC and/or the Association as the case may be.

11.2 The Purchaser acknowledges that it would not be obligatory of the part of the Developer/FMC /Holding Organisation as the case may be to give any notice regarding non-payment of CAM Charges and in any event the Purchaser waives the right to receive such notice

SECTION TWELVE- ROOF AND OTHER AREAS

12.1 It is hereby made expressly clear and agreed that the ultimate Roof of the said residential building whereon various installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof of the said residential building

(hereinafter referred to as the ROOF)

- 12.2 The Purchaser shall enjoy the said roof Together With the other co-owners/occupiers and shall have the right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations.

SECTION THIRTEEN – SINKING FUND

- 13.1 Taking into account that the said Housing Project is going to be one of the most prestigious project in the city of Kolkata the Developer has created a Sinking Fund and/or Reserved Fund (hereinafter referred to as the SINKING FUND)
- 13.2 The said Sinking Fund has been created for the purpose of taking care of various capital expenditure which may be incurred from time to time and the amount lying in the said sinking fund together with the interest accrued due thereon shall be utilized for the various capital expenditure to be incurred from time to time
- 13.3 The Purchaser has paid to the Developer a sum of Rs. -----/- (Rupees ----- only) on account of the said Sinking Fund (the receipt whereof the Developer doth admit and acknowledge to have been received)
- 13.4 Upon formation of the said Association the Developer shall make over the amount lying in the said Sinking Fund after making relevant adjustment and appropriation. The Purchaser agrees not to seek adjustment and appropriation of CAM Charges towards the said Sinking Fund and in the event of the Sinking Fund getting depleted the Purchaser agrees to replenish the same with such amount as may be demanded by the Association with the intent and object that there would be no repletion of the said Sinking Fund

SECTION FOURTEEN – DOCUMENTATION

- 14.1 Mr. Ajay Gaggar of Gaggar & Co. LLP., Solicitor and Advocate of No. 6 Old Post Office Street, Kolkata 700 001 being the Advocate of the Developer/Owners has prepared the draft of this Deed and shall also be responsible for preparing all other cascading documents and instruments as may be necessary and/or required and the Purchaser

agrees and commits himself/herself/itself to accept such drafts and/or deeds, documents and instruments as shall be prepared by Mr. Gaggar excepting that the CO-OWNERS shall be entitled to obtain independent advice from their Advocates and/or Legal consultants but this shall not absolute the Purchaser to make payment of the fees of Mr. Gaggar.

In addition to the above the Purchaser shall be liable for payment of Stamp duty, registration charges and other incidental expenses for execution and registration of the Deed of Sub Lease.

SECTION FIFTEEN – MISCELLANEOUS RULES/ COVENANTS

15.1 The Purchaser confirm(s) and undertake(s) as follows:

- i) On and from the date of execution of this Deed the Purchaser shall have no right or claim against the Developer save and except as per applicable laws;
- ii) in all matters relating to construction of the Building(s) and/or the Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect shall be final and binding, and the Allottee shall not dispute the same or raise any objection thereto on any ground whatsoever or howsoever;
- i) in no circumstances whatsoever the Purchaser shall do any act, deed, matter or thing whereby the construction of any of the Building(s) or development of Housing Project in general is in any manner whatsoever, hindered, obstructed or impaired with;
- ii) the right of the Purchaser to use and enjoy the Common Parts and Portions, Facilities And Amenities along with the Car Parking Space being an indivisible part and parcel of the Said Unit, shall not be transferable except along with the Said Unit (subject to and in accordance with the terms of this Deed), and each of them shall be deemed to be transferred with the Said Unit even though the same be not expressly mentioned in any future instrument of transfer;

- iii) the Developer shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building(s) and/or the Said Housing Project including but not limited to the external façade of each of the above;

THE FIRST SCHEDULE ABOVE REFERRED TO
(PART I – LARGER PROPERTIES)

ALL THAT the Municipal Premises No. 22/1A, 22/1B, 22/1C, 22/1D and 22/1E Chakraberia Road (South) containing an area of 18 cottahs 12 chittacks and 34 sq.ft. (more or less) together with all buildings and structures standing thereon along with all easements rights and paths and passages attached to the land within Ward No.70 of the Kolkata Municipal Corporation P.S. Bhowanipore)

PART II – PROPERTY/PREMISES

ALL THAT the divided and demarcated portion of the said Larger Properties containing by estimation an area of 16 cottahs 6 chittacks and 29 sq.ft. (more or less) and upon amalgamation has since been numbered as Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 together with all buildings and structures standing thereon along with all easements rights and paths and passages attached to the land within Ward No.70 of the Kolkata Municipal Corporation P.S. Bhowanipore and butted and bounded as follows:

ON THE NORTH : By 22/1F Chakraberia Road (South) and 62/2D Paddapukur Road

ON THE SOUTH : By Premises No.21,21/1 and 21/2 Chakraberia Road (South)

ON THE EAST : By Chakraberia Road

ON THE WEST : By Premises Nos. 9C and 9A Chakraberia Road (South) and 63A Paddapukur Road

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT/APARTMENT AND THE PROPERTIES APURTEMENT
THERE TO)**

ALL THAT the **Unit No.** _____ on the _____ floor of the building commonly known as **ARIHANT ULTIMA** lying and situated at Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 containing by estimation an area of carpet area _____ sq ft. equivalent to Built-up area _____ sft. equivalent to _____ **sq. ft.** (super built-up area) (be the same a little more or less) and situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon **TOGETHER WITH** right to park in _____ Car Parking Space on the ground floor of the said Premises and **TOGETHER WITH** right to use and enjoy all common parts portions facilities and installations forming part of the said Housing Project **AND TOGETHER WITH** the undivided impartible variable proportionate share in the land comprised in the said premises attributable and/or allocable to the said unit

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS, FACILITIES AND INSTALLATIONS)**

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 premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Unit/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings fittings in the common parts and portions.

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 said Building.
11. Outer walls of the Building, foundation walls, Boundary Walls and Main gate to the Building and the premises.
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, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Unit/Unit/Apartment as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Developer/Association/FMC.

1. The right in common with the Purchaser and/or owners and occupiers of the said Housing Project and use of common part or parts of the said Housing Project including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.

2. The right of passage in common with the Purchaser and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said Housing Project for all purposes whatsoever.
3. The right of protection for other portion or portions of the Building by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building and/or the said Housing Project.
4. The right for the Holding Organization/Association and / or occupier or occupiers of other part or parts of the Housing Project for the purpose of ingress and egress to and from such other Part or parts of the Housing Project, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Housing Project.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, firefighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

The under mentioned rights easements and quasi easements privileges of the Purchaser to be enjoyed along with other co-owners.

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances

whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances.

- ii.** The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Housing Project at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Housing Project and the Said Premises.
- iii.** The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.
- iv.** The right of support shelter and protection of the Said Unit by or from all parts of the Building so far they now support shelter or protect the same.
- v.** The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Housing Project and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO**[HOUSE RULES]**

- i) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the DEVELOPER in the management and maintenance of the said building.
- ii) TO OBSERVE the rules framed from time to time by the DEVELOPER and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- iii) TO ALLOW the DEVELOPER and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- iv) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Sixth Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the DEVELOPER and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- v) TO DEPOSIT the amounts reasonably required with the DEVELOPER and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.

- vi) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- vii) To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever
- viii) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit
- ix) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit
- x) To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit

The Purchaser hereby further covenants by way of negative covenants as follows:

- i) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- ii) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
- iii) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- iv) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which

are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- v) NOT TO hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the said Unit which are heavy or likely to affect or endanger or damage the building or any part thereof.
- vi) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- vii) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise.
- viii) NOT TO do or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or any portion over below or adjacent to the said Unit.
- ix) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any trade or business
- x) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- xi) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.

- xii) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential complex
- xiii) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- xiv) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said building particularly regarding use of Common Parts and Portions.
- xv) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- xvi) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the DEVELOPER /FMC differs from the colour scheme of the building or deviation or which in the opinion of the DEVELOPER/FMC may affect the elevation in respect of the exterior walls of the said building.
- xvii) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the DEVELOPER and / or the Architect and the place

where such grills are to be put up shall be as designated or identified by the DEVELOPER / Architect / FMC.

- xviii) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xix) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the DEVELOPER /FMC and / or any concerned authority.
- xx) NOT TO commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the said Unit or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Housing Project.
- xxi) THE PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities (if any) to be provided by the DEVELOPER /FMC to the Purchaser and also the other owners of the units in the said Premises at their cost.
- xxii) NOT TO carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the said Unit or walls of the common areas except through from the electrical ducts only.

- xxiii) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Recreation Centre, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- xxiv) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- xxv) NOT TO park car on the driveway, pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the DEVELOPER /FMC.
- xxvi) TO ABIDE by such building rules and regulations as may be made applicable by the DEVELOPER and upon appointment of the FMC by such FMC.
- xxvii) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- xxviii) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

xxix) In the event of nonpayment of such CAM charges, services and maintenance charges the Allottee/Purchaser shall be liable to pay interest at the rate of 15% per annum to the DEVELOPER and upon appointment of the FMC to such FMC and in the event such default shall continue for a period of sixty days from the date it becomes due and payable then and in that event without prejudice to any other rights which the DEVELOPER and or FMC may have the DEVELOPER and / or the FMC shall be entitled to carry out the following namely:-

1. To discontinue the supply of electricity.
2. To discontinue / disconnect the supply of water.
3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
4. To discontinue the facility of DG power back-up.

The Purchaser hereby consents to such action as stated above required to be taken by the Developer and/or the FMC in case of such default on part of the Purchaser in making payment of the CAM charges and/or other charges applicable.

xxx) In the event of non-payment of any of the amounts payable by the Purchaser to the DEVELOPER / FMC/ Holding Organization, the DEVELOPER / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES AND MAINTENANCE CHARGES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the said Unit g and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Unit and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Unit as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained premises and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof

excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of any of the Unit.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
18. The Purchase maintenance renewal and insurance equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the

Management company/Holding organisation it is reasonable to provide.

21. Such time to be fixed annually as shall be estimated by the Holding Organisation(whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Allottees under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottees herein in respect of their unit in the Housing Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottees makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottees herein over and above the monthly maintenance charges

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 AND DELIVERED

BY THE OWNERS at Kolkata

in the presence of:

SIGNED AND DELIVERED

BY THE DEVELOPER at Kolkata

in the presence of:

SIGNED AND DELIVERED

BY THE PURCHASER at Kolkata

in the presence of: